

**MASTER AGREEMENT
BETWEEN THE SCHOOL BOARD OF ST. LUCIE COUNTY AND
VENODR, FOR XYZ PROFESSIONAL SERVICES**

THIS AGREEMENT, made and entered into this _____ day of , 2023 , by and between The School Board of St. Lucie County (the "Board") and **VENDOR**. ("Consultant").

W I T N E S S E T H:

WHEREAS, the Board proposes to retain the services of the Consultant to provide _____ services on a continuing basis to assist the Board, and

WHEREAS, the Consultant has agreed to provide such professional services in accordance with this Agreement.

NOW, THEREFORE, in consideration of the premises and the mutual benefits which will accrue to the parties hereto in carrying out the terms of this Agreement, it is mutually understood and agreed as follows:

1. GENERAL SCOPE OF AGREEMENT

The relationship of the Consultant to the Board will be that of a professional consultant acting as an independent contractor. The Consultant will provide the professional and technical services required under this Agreement in accordance with acceptable engineering practices and good ethical standards. Individual work assignments will be initiated on an assignment by assignment basis upon the issuance of Work Authorizations by the Board.

2. SCOPE OF SERVICES

The scope of services to be provided by the Consultant under this Agreement includes _____

3. TERM OF AGREEMENT; EXTENSION; WORK AUTHORIZATIONS

A. The Consultant agrees to be available to begin work promptly after receipt of a fully executed copy of this Agreement. Unless terminated earlier as provided for herein, this Agreement shall remain in effect until _____: The Board reserves the right to extend the term of this Agreement for two additional terms of one year each on the same terms and conditions. In order to extend the term, the Board must notify the Consultant no later than 30 days prior to the expiration of the then current Agreement except that the Consultant may waive this notice requirement.

B. Specific work assignments will be initiated as directed by the Board or its designated representative and shall be set forth in individual Work Authorizations. All Work Authorizations shall be executed by the Consultant in accordance with the Board's purchasing policy. The Work Authorizations, at a minimum, shall describe the scope of the work to be performed by the Consultant, the responsibilities of the Consultant, the amount and basis for the compensation to the Consultant, and a schedule for completion of the work by the Consultant.

C. Work Authorizations with a total fee plus cost amount of less than \$50,000 may be approved and signed by the Superintendent or Director of Financial Operations. Work Authorizations with a total fee plus cost amount of \$50,000 or greater must be approved by the Board.

4. WORK PRODUCT

All sketches, tracings, drawings, computations, details, design calculations, and other documents and plans that result from the Consultant's services under this Agreement shall become the property of and shall be delivered to the

Board without restriction or limitation as to use. The Board agrees, however, that no additions, deletions, changes or revisions shall be made to such documents unless the Consultant's name and professional seal are removed from the document. Any reuse of documents prepared by the Consultant for purposes outside of the scope of this agreement including Work Authorizations issued hereunder without written verification or adaptation by the Consultant for the specific purpose intended will be at the sole risk of the Board and without liability or legal exposure to the Consultant. The Consultant shall utilize computer aided design software (CAD) instead of manual design and drafting techniques. The Board shall, at no additional expense be furnished one (1) set of reproducible copies of any maps and/or drawings prepared for the Board by the Consultant. In addition, the Consultant shall provide the Board with digital copies of all finished design and construction documents. The digital copies shall be in .DXF format and conveyed on a mutually agreed media. Notwithstanding any other provision of this Agreement, all of Consultant's pre-existing or proprietary computer programs, software, information or materials developed outside of this Agreement shall remain the exclusive property of Consultant.

5. COMPENSATION

The Consultant shall be compensated for all services rendered under this Agreement as set forth in the individual Work Authorization executed for each project, either on a lump sum basis or on an hourly fee plus cost basis. Work performed on a fee plus cost basis shall be compensated as follows:

- A. Fees shall be compensated based upon the applicable hourly rates (Schedule of Hourly Rates) set forth in Exhibit A.
- B. Cost shall be compensated based upon the applicable non-payroll expenses (Schedule of Reimbursable Expenses) set forth in Exhibit B.

All work is subject to the upper limit or lump sum amount established in each Work Authorization.

6. SUSPENSION, CANCELLATION OR ABANDONMENT

In the event the services of the Consultant called for under a Work Authorization issued pursuant to this Agreement, are suspended, canceled or abandoned by the Board, the Consultant shall be given five (5) days prior written notice of such action and shall be compensated for the authorized professional services satisfactorily performed prior to the date of notification, cancellation or abandonment.

7. DEFAULT TERMINATION

A. FOR CAUSE

If either party fails to fulfill its obligations under this Agreement in a timely and proper manner, the other party shall have the right to terminate this Agreement by giving written notice of any deficiency and by allowing the party in default seven (7) calendar days to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this Agreement shall terminate at the expiration of the seven (7) calendar day time period.

With regard to the Consultant, the following items shall be considered default under this Agreement:

- (1) If the Consultant should be adjudged bankrupt, or if the, or it, should make a general assignment for the benefit of his, or its, creditors, or if a receiver should be appointed on account of his, or its, insolvency.
- (2) If the Consultant should persistently or repeatedly refuse or fail, except in cases for which an extension of time is provided, to provide the services contemplated by this Agreement.
- (3) If the Consultant disregards laws, policies, or the instructions of the Board or otherwise is guilty of a substantial violation of the provisions of the Agreement.

In the event of termination, the Consultant shall only be entitled to receive payment for authorized professional services satisfactorily performed prior to the termination date.

B. WITHOUT CAUSE

Either party may terminate the Agreement without cause at any time upon thirty (30) calendar days prior written notice to the other party. In the event of termination, the Board shall compensate the Consultant for all authorized professional services satisfactorily performed prior to the termination date.

8. FORCE MAJEURE

Neither party shall be liable to the other for failure to perform its obligations hereunder if and to the extent that such failure to perform results from causes beyond its reasonable control (financial difficulty shall not be considered a cause beyond a party's control), all of which causes herein are called "Force Majeure", including, but without being limited to, strikes, lockouts, or other industrial disturbances; fires; unusual climatic conditions, acts of God; acts of a public enemy; or inability to obtain transportation or necessary materials in the open market. The party unable to perform as a result of force majeure promptly shall notify the other of the beginning and ending of each such period, and Board shall compensate Consultant at the rates set forth herein, for the services performed by Consultant hereunder, up to the date of the beginning of such period. If any period of force majeure continues for thirty (30) days or more, either party shall have the right to terminate this Agreement upon ten (10) days prior written notice to the other party.

9. ASSIGNMENT

The Board and Consultant each binds itself and its successors, legal representatives, and assigns to the other party to this Agreement and to the partners, successors, legal representative, and permitted assigns of such other party, in respect to all covenants of this Agreement; and, neither the Board nor the Consultant will assign or transfer its rights and obligations in this Agreement without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of any public body, which may be a party hereto.

10. AUDIT

The Consultant agrees that the Board or any of its duly authorized representatives shall, until the expiration of three years after expenditure of funds under this Agreement, have access to and the right to examine any directly pertinent books, documents, papers, and records of the Consultant involving transactions related to this Agreement. The Consultant agrees that payment(s) made under this Agreement shall be subject to reduction for amounts charged thereto which are found on the basis of audit examination not to constitute allowable costs under this Agreement. The Consultant shall refund by check payable to the Board the amount of such reduction of payments. All required records shall be maintained until an audit is completed and all questions arising there from are resolved, or three years after completion of any project authorized under this agreement.

11. PUBLIC RECORDS

The Consultant shall allow public access to all documents, papers, letters, and other materials that are subject to the provisions of Chapter 119, Florida Statutes, and made or received by the Board in conjunction with this Agreement. If the Consultant meets the definition of "Consultant" as set forth in Section 119.0701, Florida Statutes, the Consultant shall also:

- (a) Keep and maintain public records that ordinarily and necessarily would be required by the Board in order to perform the service;
- (b) Provide the public with access to public records on the same terms and conditions that the Board would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law;
- (c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and
- (d) Meet all requirements for retaining public records and upon termination of the Agreement transfer to the Board,

at no cost, all public records in possession of the Consultant and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the Board.

If Consultant has questions regarding the application of Chapter 119, Florida Statutes, to the Consultant's duty to provide public records relating to the Agreement, contact the custodian of public records at (772) 429-5546, 9461 Brandywine Lane, Port St. Lucie, FL 34986, or pr@stlucieschools.org.

12. INSURANCE

The Consultant shall procure and maintain during the life of this Agreement insurance of the types and subject to the limits set forth below. The Consultant shall also provide the Board with evidence of this insurance in the form of Certificates of Insurance, which shall be subject to the Board's approval for adequacy. The Board shall be an Additional Insured on policies of Commercial General Liability, and Commercial Auto Liability with respect to all claims arising out of the work performed under this Agreement. The Board shall be given thirty (30) days prior written notice of any material changes or cancellations of the policies. If the Consultant uses sub-consultants or sub-contractors, it shall be the requirements contained herein relating to sub-contractors. Except as otherwise stated, the amounts and types of insurance shall conform to the following minimum requirements:

A. WORKERS' COMPENSATION

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Workers' Compensation insurance coverage as required by the State of Florida, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$100,000 each accident, \$100,000 each disease/employee, \$500,000 each disease/maximum.

B. COMMERCIAL GENERAL LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Commercial General Liability insurance on an occurrence basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$ 1,000,000.00 per occurrence and \$5,000,000.00 general aggregate

C. COMMERCIAL AUTO LIABILITY

The Consultant shall provide and maintain during the life of this Agreement, at his, its or their own expense, Business Commercial Auto Liability for claims of bodily injury and property damage for minimum limits of \$1,000,000.00 combined single limit, and statutory (FS 627.730-627.7405) personal injury protection.

D. PROFESSIONAL LIABILITY

The Consultant shall provide and maintain for the period of this Agreement and for three years following the term of this Agreement, at its or their own expense, Professional Liability insurance on a claims made basis at a minimum limit of \$1,000,000.00.

E. OTHER INSURANCE PROVISIONS

The General Liability and Auto Liability policies shall contain or be endorsed to contain, the following provisions:

1. The Board, its Officers, Officials, Employees, Agents, and Volunteers are to be covered as additional insured for any and all liability arising out of the Consultant's negligent acts, errors or omissions in the performance of this Agreement, or out of automobiles owned, leased, hired, or borrowed by the Consultant. The coverage shall contain no special limitations on scope or protection offered to the Board, its Officers, Officials, Employee, Agents and Volunteers.

2. The Consultant's insurance coverage required under this Agreement shall be primary Insurance as respects the Board, Its Officers, Officials, Employees, Agents and Volunteers for Consultant's activities. Any insurance or self-insurance maintained by the School Board, its Officers, Officials, Employees, Agents, or Volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.

3. Any failure to comply with the reporting provisions of the policy shall not effect coverage provided to the Board, its Officers, Officials, Employees, Agents, or Volunteers.

4. The Consultant's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of insurer's liability.

13. INDEMNIFICATION

The Consultant agrees forever to save and keep harmless and fully indemnify the Board, its officers, employees, and agents of and from all losses, liabilities, damages, claims, actions, legal proceedings, settlements, judgments, recoveries, costs, and expense because of or resulting from loss of, or damage to, property, or injury to or deaths of persons in any way arising out of or in connection with the performance of this Agreement if attributable to the negligence or other wrongful conduct of Consultant or Consultant's employees, agents, or subcontractors, including but not limited to any loss or action resulting from the failure of Consultant to comply with the Consultant's obligations under this Agreement. The Consultant hereby acknowledges that the payments made under this Agreement include specific consideration for the indemnification herein provided.

14. PROHIBITION AGAINST CONTINGENT FEES

The Consultant warrants that it has not employed or retained any company or person, other than a bonafide employee working solely for the Consultant, to solicit or secure this Agreement, and that he has not paid or agreed to pay any persons, company, corporation, individual or firm, other than a bonafide employee working solely for the Consultant, any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award of making this Agreement.

15. ATTORNEY'S FEES AND COSTS

In the event of any dispute concerning the terms and conditions of this Agreement or in the event of any action by any party to this Agreement to judicially interpret or enforce this Agreement or any provision hereof, or in any dispute arising in any manner from this Agreement, the prevailing party shall be entitled to recover its reasonable costs, fees and expenses, including but not limited to, witness fees, expert fees, consultant fees, attorney, paralegal and legal assistant fees, costs and expenses and other professional fees, costs and expenses, whether suit be brought or not, and whether any settlement shall be entered in any declaratory action, at trial or on appeal.

16. NON-DISCRIMINATION

No person shall, on the basis of age, ancestry, citizenship status, color, disability, ethnicity, genetic information, gender, gender expression, gender identity, marital status, medical condition, national origin, political beliefs, pregnancy, race, religion, religious beliefs, sex, sexual orientation, or veteran status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any education program or activity, or in any employment conditions or practices conducted by this School District, except as provided by law.

17. JESSICA LUNSFORD ACT

Vendors who will have access to any District school or property when students may be present, or will have direct contact with any student; or have access to or control of school funds shall comply with Section 1012.465, Florida Statutes. Vendor's failure to comply with this requirement will constitute a breach of contract.

18. VERIFICATION OF EMPLOYMENT STATUS

The Consultant agrees that it shall bear the responsibility for verifying the employment status, under the Immigration Reform and Control act of 1986, of all persons it employs in the performance of this Agreement.

19. E-VERIFY

A. Pursuant to Section 448.095(2), F.S., every public employer, contractor, and subcontractor shall register with and use the E-Verify system to verify the work authorization status of all newly hired employees. A public employer, contractor, or subcontractor may not enter into a contract unless each party to the contract registers with and uses the E-Verify system.

B. Contractors shall use the U.S. Department of Homeland Security's E-Verify system, <https://e-verify.uscis.gov/emp>, to verify the employment eligibility of all employees hired during the term of this Agreement.

C. The Architect must furnish to the School District evidence of compliance with Section 448.095, F.S., by providing notice of the Architect's E-Verify number, along with an affidavit stating the Architect does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.

D. Subcontractors.

1. The Architect shall also require all subcontractors performing work under this Agreement to use the E-Verify system for any employees they may hire during the term of this Agreement.

2. Subcontractors shall provide the Architect with an affidavit stating the subcontractor does not employ, contract with, or subcontract with an unauthorized alien, as defined by Section 448.095, F.S.

3. The Architect shall provide a copy of its subcontractor's affidavit to the Board upon receipt and shall maintain a copy for the duration of the Agreement.

E. Failure by the Architect or the Architect's subcontractor, to comply with the provisions of this section during the term of this Agreement is a material breach of the Agreement and the Board shall terminate the Agreement. The Architect shall be liable for all costs associated with the Board securing the same services, inclusive, but not limited to, higher costs for the same services and rebidding costs (if necessary). In addition, the Architect may not be awarded a contract with the Board for at least one year after the date this Agreement is terminated.

20. NOTICE

All notices, invoices, requests, consents, and other communications required or permitted under this Agreement shall be in writing and shall be (as elected by the person giving such notice) hand delivered by messenger or courier service, Tele-communicated, or mailed, addressed:

To the Board:

The School Board of St. Lucie County
Attn: Legal Department
9461 Brandywine Lane
Port St Lucie, FL 34986

with copies to:

The School Board of St. Lucie County
Facilities Department
327 N. W. Commerce Park Drive
Port St. Lucie, Florida 34986 Telephone:
772-340-4843

As to Consultant:

or to such other address as any party may designate by notice complying with the terms of this Section. Each such notice shall be deemed delivered (a) on the date delivered if by personal delivery, (b) on the date upon which the delivery is received from the postal authorities, if mailed, or (c) upon the date Tele-communicated.

21. COMPLIANCE WITH LAWS

The Consultant, its employees, subcontractors or assigns, shall comply with all applicable federal, state, and local laws and regulations relating to the performance of this Agreement. The Board undertakes no duty to ensure such compliance, but will attempt to advise Consultant, upon request, as to any such laws of which it has present knowledge.

22. TRUTH -IN-NEGOTIATION CERTIFICATE

Execution of this Agreement by Consultant shall act as the execution of a truth-in-negotiation certificate stating that wage rates and other factual unit costs supporting the compensation of this Agreement are accurate, complete and current at the time of execution of the Agreement. The original Agreement rates and any additions thereto shall be adjusted to exclude any significant sun1s by which the Board determines the Agreement rate(s) was increased due to inaccurate, incomplete, or non-current wage rates and other factual unit costs. All such rate adjustments shall be made within one year following the end of this Agreement.

23. NON-WAIVER

The rights of the parties under this Agreement shall be cumulative and the failure of either party to exercise properly any rights given hereunder shall not operate to forfeit any of the said rights.

24. CONFLICT OF INTEREST

The Consultant represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder, as provided for in Florida Statutes 112.311. The Consultant further represents that no person having any interest shall be employed for said performance. The Consultant shall promptly notify the Board in Writing by certified mail of all potential conflicts of interest prohibited by existing state law for any prospective business association, interest or other circumstance which may influence or appear to influence the Consultant's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance the nature of work that the Consultant may undertake and request an opinion of the Board as to whether the association, interest or circumstance would, in the opinion of the Board, constitute a conflict of interest if entered into by the Consultant. The Board agrees to notify the Consultant of its opinion by certified mail within thirty (30) days of receipt of notification by the Consultant. If, in the opinion of the Board, the prospective business association, interest or circumstance would not constitute a conflict of interest by the Consultant, the Board shall so state in the notification and the Consultant shall, at his/her option, enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the Board by the Consultant under the terms of this Agreement.

25. LITIGATION SERVICES

It is understood and agreed that the Consultant's services under this Agreement do not include participation in any litigation as an expert witness. Should such services be required, a supplemental agreement may be negotiated between the Board and the Consultant describing the services desired and providing a basis for compensation to the Consultant.

26. **MEDIATION**

In the event of a dispute between the parties in connection with this Agreement, the parties agree to submit the disputed issue or issues to a mediator for non-binding mediation prior to filing a lawsuit. The parties shall agree on a mediator chosen from a list of certified mediators available from the Clerk of Court for St. Lucie County. The fee of the mediator shall be shared equally by the parties. To the extent allowed by law, the mediation proves shall be confidential and the results of the mediation or any testimony or argument introduced at the mediation shall not be admissible as evidence in any subsequent proceeding concerning the disputed issue.

27. INTERPRETATION; VENUE

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior verbal or written agreements between the parties with respect thereto. This Agreement may only be amended by written document, properly authorized, executed and delivered by both parties hereto. This Agreement shall be interpreted as a whole unit and section headings are for convenience only. The laws of the State of Florida shall govern all interpretations. In the event it is necessary for either party to initiate legal action regarding this Agreement, venue shall be in the Nineteenth Judicial circuit for St. Lucie County, Florida, for claims under state law and the Southern District of Florida for any claims which are justifiable in federal court.

IN WITNESS WHEREOF, the parties hereto have accepted, made and executed this Agreement upon the terms and conditions above stated.

**THE SCHOOL BOARD OF
ST. LUCIE COUNTY**

ATTEST:

BY:-----
CHAIRPERSON

**APPROVED AS TO FORM AND
CORRECTNESS**

BOARD ATTORNEY

EXHIBIT "A"

**Agreement between the School Board of St. Lucie County and
VENDOR
For Continuing Professional**

Hourly Rates for Professionals

EXHIBIT "B"

**Agreement between the School Board of St. Lucie County and
VENDOR
For Continuing Professional**

Schedule of Reimbursable Expenses