

CONTRACT REVIEW CHECKLIST

Consistency with Law and School Board Policy:

Comments

Consistent with School Board Policy	YES
Consistent with Florida, federal and local laws	YES

Contract Terms:

Comments

Term (Duration of Contract)	3 Years (From the date of execution until the end of the 2008-09 school term)
Termination Clause	The Agreement may be terminated by either party, with or without cause, upon 60 days written notice to the other.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses; Please refer to paragraph 5.1.
Regulatory issues	No.
Confidentiality Provision	Yes. The Contractor agrees to adhere to section 1002.22, Florida Statutes and the Family Educational Rights and Privacy Act ("FERPA").
Warranties	No.
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach

Business Principles:

Comments

Sound Business Principles	Yes.
Reasonableness of Fees	Please refer to Article 3.
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Please refer to Article 3.

Other Issues:

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	No.
Miscellaneous Issues	None
Appropriate Departmental Sign-off	

Special Considerations:

The issues noted above were explained to the appropriate District staff and/or Division Chief. YES NO

[Signature] 3-29-06
By: Attorney (Name and Date)



AGREEMENT NO. 06-111

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

FOR

STUDENT TRANSPORTATION

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AGREEMENT NO. 06-111

BETWEEN

SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA

FOR

STUDENT TRANSPORTATION

This is an Agreement between SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY, an agency of the state of Florida, hereinafter referred to as "SFRTA",

AND

THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA, hereinafter referred to as "THE SCHOOL".

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, SFRTA and THE SCHOOL agree as follows:

ARTICLE 1 – SCOPE OF WORK

- 1.1 THE SCHOOL agrees to provide transportation from agreed stops at or near the home or school of students designated by THE SCHOOL to the nearest SFRTA station or to a SFRTA station chosen by THE SCHOOL at a time that is consistent with the announced SFRTA schedule as published and amended from time to time. THE SCHOOL further agrees to provide transportation to said students from the SFRTA station of debarkation to a destination as chosen by THE SCHOOL.
- 1.2 SFRTA agrees to provide transportation to students chosen by THE SCHOOL from the SFRTA station to which the students have been delivered to the SFRTA station nearest to the student's school. THE SCHOOL shall designate the school where the students shall be delivered by SFRTA. SFRTA furnished transportation shall be solely by rail line and in rail cars furnished by SFRTA for regular commuter rail transportation offered to the general public by SFRTA. Students commuting on Tri-Rail must abide by Tri-Rail's Fare Tariff Policy and Student Rules and Regulations.

- 1.3 The Palm Beach School Transportation Department agrees to furnish to students designated by THE SCHOOL, photo identification cards acceptable to SFRTA employees as evidence of the students' right to such transportation.
- 1.4 THE SCHOOL agrees that the schools shall provide a minimum of two chaperones per student car for elementary and middle school students. SFRTA will supply designated chaperones with a complimentary pass.
- 1.5 Neither THE SCHOOL nor SFRTA will be responsible for the transportation of students who have not been identified by THE SCHOOL as eligible for transport under this Agreement.

ARTICLE 2 - COMPENSATION

SFRTA shall be compensated for services provided pursuant to this Agreement at the student monthly rate of Forty Dollars (\$40.00) per student.

ARTICLE 3 – METHOD OF PAYMENT

THE SCHOOL agrees to reimburse SFRTA on a monthly billing basis. Invoices submitted by SFRTA shall be detailed enough to show the total number of students provided with monthly passes for each separate month of the school year. Payment shall be made within thirty (30) business days of an invoice to THE SCHOOL.

ARTICLE 4 – RETENTION OF RECORDS

SFRTA shall preserve and make available all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement for a period of three (3) years after termination of this Agreement; or if an audit has been initiated and audit findings have not been resolved at the end of these three (3) years, the records shall be retained until resolution of the audit findings.

ARTICLE 5 - INDEMNIFICATION

- 5.1 THE SCHOOL agrees pursuant to Section 768.28, Florida Statutes, to be responsible for any and all liability of whatsoever nature incident to the use of said Tri-Rail system, to the fullest extent allowed by the Constitution and the laws of the State of Florida, if such injury or damage is caused by any act or omission of any agent or employee of THE SCHOOL, provided however, this provision shall not be construed as a waiver of any right of defense that THE SCHOOL may possess and THE SCHOOL reserves all such rights as against any and all claims that may be brought under this Agreement.

- 5.2 SFRTA agrees pursuant to Section 768.28, Florida Statutes, to be responsible for any and all liability of whatsoever nature incident to the use of said Tri-Rail system to the fullest extent allowed by the Constitution and the laws of the State of Florida, if such injury or damage is caused by any act or omission of any agent or employee of SFRTA.

ARTICLE 6 - TERMINATION

- 6.1 This Agreement may be terminated by either party, with or without cause, upon sixty (60) days written notice to the other.
- 6.2 The waiver of either party of a breach or violation of any provision of the Agreement

ARTICLE 7 – TERM OF AGREEMENT

This Agreement is valid from the date of its execution or the initiation of service, whichever occurs earlier, through the end of the 2008 – 2009 school term as determined by THE SCHOOL in its annual calendar.

ARTICLE 8 - CONFIDENTIALITY

SFRTA agrees to adhere to Section 1002.22, Florida Statutes, and the Family Educational Rights and Privacy Act “FERPA”, which govern the confidentiality and release of student records.

ARTICLE 9 – ENTIRE AGREEMENT

This Agreement shall constitute the entire Agreement by the parties and may only be modified in writing approved by both parties.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective date under each signature: **THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**, signing by and through its Chair, duly authorized to execute same and **SOUTH FLORIDA REGIONAL TRANSPORTATION AUTHORITY**, signing by and

through its Chair, authorized to execute same by Board action on the ____ day of _____, 2006.

ATTEST:

JOSEPH GIULIETTI
EXECUTIVE DIRECTOR

(SFRTA SEAL)

CHRIS BROSS, Director
Procurement

**SFRTA: SOUTH FLORIDA REGIONAL
TRANSPORTATION AUTHORITY**

By _____
COMMISSIONER JOHN F. KOONS, CHAIR

_____ DAY OF _____, 2006

Approved as to form by:

GREENBERG TRAUERIG, P.A.
General Counsel, SFRTA

ATTEST:

ARTHUR C. JOHNSON, Ph.D.
Superintendent

Chief Transportation Officer

**THE SCHOOL: THE SCHOOL BOARD OF PALM
BEACH COUNTY, FLORIDA**

By: _____
THOMAS E. LYNCH
Chairman

_____ DAY OF _____, 2006

Approved as to form by:

 3-29-06

Legal Counsel to The School