

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)	Original Agreement: November 15, 1994- September 30, 1995; Please refer to Section 1 of Original Agreement. Amendment #12: October 1, 2006- September 30, 2007; Please refer to Paragraph 1 of Amendment #12.
Termination Clause	The Agreement may be terminated by either party upon 30 days written notice to the other party; Please refer to Section 5 of Original Agreement.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Liability Issues: If litigation ensues, the prevailing party is entitled to attorneys' fees; Please refer to Section 6 of Original Agreement. Insurance: Please refer to Section 9 of Original Agreement. Indemnification: School Board agreed to indemnify County for SB's negligence; Please refer to Section 8 of Original Agreement.
Regulatory issues	None
Confidentiality Provision	County WILL NOT receive confidential student information.
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Venue: Palm Beach County; Please refer to Section 11 of Original Agreement.

Business Principles:

	Comments
Sound Business Principles	Yes.
Reasonableness of Fees	County will pay School Board \$350,000.00; Please refer to Section 2 of Amendment #12.
Payment Terms -Lump sum, installments -Payment Due dates -Late fees	Payments to the School Board will be made in 10 equal monthly installments in arrears; Please refer to Section 3 of Original Agreement.

Other Issues:

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	None
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]
 By: Attorney (Name and Date) 7/25/06