

Yes **Board Item**
 _____ **Board Meeting Date**

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) | August 1, 2006- July 31, 2008; Contract may be renewed for one term not to exceed 3 years or for term of the original contract, whichever period is longer- Please refer to Section III(A) of original agreement (Page 6) and Attachment I Section D(12) of original agreement (Page 37). |
| Termination Clause | The contract may be terminated by either party without cause upon no less than 30 calendar days notice in writing to the other party. The contract may be terminated for the School Board's non-performance upon no less than 24 hours notice in writing. Please refer to Section III(C) of original agreement (Page 6). |
| Insurance /Liability Issues/ Indemnification | Risk Management should review and approve all insurance clauses. Insurance: The School Board's obligations are set forth in I(G) of the original agreement (Page 2). Indemnification: The School Board's obligations are set forth in I(F) of the original agreement (Page 2). Liability Issues: Force Majeure clause- Please refer to Attachment I Section D(6) of original agreement (Page 36); Liquidated damages clause in Attachment I Section D(13) of original agreement (Page 37) and Amendment to Attachment I Section D(13)(a). |
| Regulatory issues | Please refer to Section I(C)(2) of original agreement (Page 1). |
| Confidentiality Provision | The School Board's obligations are set forth in I(H) of original agreement (Page 2) and Attachment I Section B(4)(b)(3) Confidentiality of Records of original agreement (Page 22). |
| Warranties | N/A |
| Labor Issues | The Labor Relations Department should review any issues. |
| Disclaimers | N/A |
| Governing Law & Venue | Governing Law: Florida- Please refer to Section I(C)(1) of original agreement (Page 1); Venue in Leon County, Florida- Please refer to Attachment I Section D(9) of original agreement (Page 37). |

Business Principles:

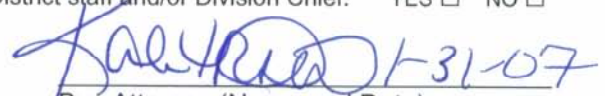
| | Comments |
|---|--|
| Sound Business Principles | Yes. |
| Reasonableness of Fees | DCF will pay the School Board an amount not to exceed \$1,837,708.00. Please refer to Amendment to Section II(A). |
| Payment Terms --Lump sum, installments --Payment Due dates --Late fees | DCF's obligations are set forth in Sections II(A) and II(B) of original agreement. The School Board's obligations are set forth in Sections I(J) and I(Q) of original agreement, Attachment I Section C Method of Payment (Page 30), and Amendments to Attachment I Section C(2) and (4). |

Other Issues:

| | Comments |
|-----------------------------------|--|
| Conflict of Interest Disclosures | None |
| Non-Negotiable Issues | DCF unwilling to agree to mutual indemnification provision. |
| 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


 By: Attorney (Name and Date)