

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)	Work must be completed and invoices submitted by December 31, 2008
Termination Clause	N/A
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	N/A
Confidentiality Provision	N/A
Warranties	N/A
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	FLORIDA LAW & PB COUNTY VENUE

Business Principles:

Comments

Sound Business Principles	YES
Reasonableness of Fees	Please refer to page _____.
Payment Terms -Lump sum, installments -Payment Due dates -Late fees	Please refer to page <u> 1 </u> .

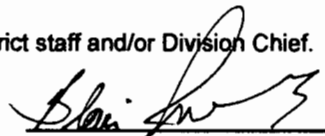
Other Issues:

Comments

Conflict of Interest Disclosures	N/A
Non-Negotiable Issues	NONE
Miscellaneous Issues	NONE
Appropriate Departmental Sign-off	YES

Special Considerations: _____

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

 2/28/07
By: Attorney (Name and Date)

**INTERLOCAL AGREEMENT
BETWEEN PALM BEACH COUNTY AND
THE SCHOOL BOARD OF
PALM BEACH COUNTY
FOR CONSTRUCTION OF COVERED WALKWAYS
FOR THE MANATEE ELEMENTARY SCHOOL**

THIS INTERLOCAL AGREEMENT is made and entered into this _____ day of _____, by and between **PALM BEACH COUNTY**, a political subdivision of the State of Florida, hereinafter referred to as "**COUNTY**" and **SCHOOL BOARD OF PALM BEACH COUNTY**, an Independent Board of the State of Florida hereinafter referred to as "**BOARD**".

WITNESSETH:

WHEREAS, the **BOARD** is undertaking construction of covered walkways for the Manatee Elementary School, hereinafter referred to as "**PROJECT**"; and

WHEREAS, the **PROJECT** consists of construction of covered walkways from the parking lot to the school, for the **BOARD**; and

WHEREAS, the **COUNTY** believes that these efforts by the **BOARD** serve a public purpose in the enhancement of the school and wishes to support the **BOARD's** efforts to install the **PROJECT** by providing reimbursement funding for the documented cost of **PROJECT** in an amount not to exceed **TWENTY THOUSAND DOLLARS (\$20,000.00)**; and

WHEREAS, after installation, the **BOARD** will be responsible for the subsequent maintenance of the **PROJECT**.

NOW THEREFORE, in consideration of the mutual covenants, promises, and agreements herein contained, the parties agree as follows:

1. The above recitals are true, correct and incorporated herein.
2. The **COUNTY** agrees to provide to the **BOARD** reimbursement funding for documented cost of the **PROJECT** in an amount not to exceed **TWENTY THOUSAND DOLLARS (\$20,000.00)**.
3. The **COUNTY** agrees to reimburse the **BOARD** the amount established in paragraph 2 for costs (material and labor) associated with installation of the **PROJECT**, upon the **BOARD's** submission of acceptable documentation needed to substantiate its cost for the **PROJECT**. The **COUNTY** will use its best efforts to provide

said funds to the **BOARD** on a reimbursement basis within forty-five (45) days of receipt of all information required in paragraph 6, below.

4. The **COUNTY's** obligation is limited to its payment obligation and shall have no obligation to any other person or entity.

5. The **BOARD** agrees to assume all responsibility for design, bidding, contract preparation, and contract administration for the installation of the **PROJECT**, including payment(s) to contractor(s) pursuant to all applicable governmental laws and regulations.

6. The **BOARD** will obtain or provide all labor and materials necessary for the installation of the **PROJECT**. The **BOARD** shall furnish to the **COUNTY's** representative a request for payment supported by the following:

A Contract Payment Request Form and a Contractual Services Purchases Schedule Form, attached hereto and incorporated herein as Exhibit "A" (pages 1 & 2), which are required for each and every reimbursement to the **BOARD**. Said information shall list each invoice payable by the **BOARD** and shall include the vendor invoice number, invoice date, and the amount payable by the **COUNTY**. The **BOARD** shall attach a copy of each vendor invoice paid by the **BOARD** along with a copy of the respective check or check voucher and shall make reference thereof to the applicable item listed on the Contractual Services Purchases Schedule Form. Further, the **BOARD's** Financial Officer shall also certify that each invoice listed on the Contractual Services Purchases Schedule Form was paid by the **BOARD** as indicated.

7. As it relates to this Agreement, the **COUNTY** may initiate a financial systems analysis and/or an internal fiscal control evaluation of the **BOARD** by an independent auditing firm employed by the **COUNTY** or by the County Internal Audit Department at any time the **COUNTY** deems necessary.

8. The **BOARD** agrees to be responsible for the subsequent maintenance of the **PROJECT** following the installation. The **BOARD** shall be solely responsible for obtaining and complying with all necessary permits, approvals and authorizations from any federal, state, regional, **COUNTY** or agency which are required for installation of the **PROJECT**.

9. All installation of the **PROJECT** shall be completed and final invoices submitted to the **COUNTY** no later than December 31, 2008, and the **COUNTY** shall have no obligation to the **BOARD** or any other entity or person for any cost incurred thereafter unless the time for completion is extended by modification of this Agreement.

10. Each party shall be liable for its own actions and negligence and to the extent permitted by law, the **BOARD** shall indemnify, defend and hold harmless the **COUNTY** against any actions, claims or damages arising out of the **BOARD's** negligence in connection with this Agreement or the performance by the **BOARD** as it may relate to this Agreement. The foregoing indemnification shall not constitute a waiver of sovereign immunity beyond the limits set forth in Florida Statutes, Section 768.28, nor shall the same be construed to constitute agreement by either party to indemnify the other party for such other party's negligence, willful or intentional acts or omissions or for any amount over the limits set forth in FL Statute 768.28 despite any case law to the contrary.

11. The **BOARD** shall, at all times during the term of this Agreement (the installation of the **PROJECT**), maintain appropriate self insurance.

12. As provided in F.S. 287.132-133, by entering into this Agreement or performing any work in furtherance hereof, the **BOARD** certifies that its affiliates, suppliers, sub-contractors, and consultants who perform work hereunder, have not been placed on the convicted vendor list maintained by the State of Florida Department of Management Services within 36 months immediately preceding the date hereof. This notice is required by F.S. 287.133(3)(a).

13. The **BOARD** shall require each contractor engaged by the **BOARD** for work associated with this Agreement to maintain:

Workers' Compensation coverage in accordance with Florida Statutes, and;

- a. Commercial General Liability coverage, including vehicle coverage, in combined single limits of not less than ONE MILLION DOLLARS (\$1,000,000.00). The **COUNTY** shall be included in the coverage as an additional insured.
- b. A payment and performance bond for the total amount of the **PROJECT** in accordance with Florida Statute 255.05.

14. In the event of termination, the **BOARD** shall not be relieved of liability to the **COUNTY** for damages sustained by the **COUNTY** by virtue of any breach of the Agreement by the **BOARD**; and the **COUNTY** may withhold any payment to the **BOARD** for the purpose of set-off until such time as the exact amount of damages due the **COUNTY** is determined.

15. The **BOARD**'s termination of this Agreement shall result in all obligations of the **COUNTY** for funding contemplated herein to be cancelled.

16. The **COUNTY** and **BOARD** agree that no person shall, on the grounds of race, color, national origin, sexual orientation, religion or creed, sex, age, or handicap be discriminated against in performance of this Agreement.

17. In the event that any section, paragraph, sentence, clause or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.

18. All notices required to be given under this Agreement shall be in writing, and deemed sufficient to each party when sent by United States Mail, postage paid, to the following:

AS TO THE COUNTY

Engineering and Public Works Department
Tanya N. McConnell, P.E.
Deputy County Engineer
P.O. Box 21229
West Palm Beach, Florida 33416-1229

AS TO THE DISTRICT

School Board of Palm Beach County
Joseph M. Moore, Chief Operating Officer
3300 Forest Hill Blvd., Suite C 110
West Palm Beach, Florida 33406

19. This Agreement shall be construed and governed by the laws of the State of Florida. Any legal action necessary to enforce this Agreement shall be held in Palm Beach County. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every other remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity or by statute or otherwise. No single or

partial exercise by any party of any right, power or remedy shall preclude any other or further exercise thereof.

20. Any costs or expenses (including reasonable attorney's fees) associated with the enforcement of the terms and conditions of this Agreement shall be borne by the respective parties; provided, however, that this clause pertains only to the parties to the Agreement.

21. Except as expressly permitted herein to the contrary, no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed with the same formality and equality of dignity herewith.

22. Each party agrees to abide by all laws , orders, rules and regulations and the **BOARD** will comply with all applicable governmental codes in placement of the **PROJECT**.

23. The **COUNTY** shall not be deemed to assume any liability for the negligent or wrongful acts, or omissions of the other party (or parties). Nothing contained herein shall be construed as a waiver, by any of the parties, of the liability limits established in Section 768.28, Florida Statutes.

24. Each party shall promptly notify the other of any lawsuit-related complaint, or cause of action threatened or commenced against it which arises out of or relates, in any manner, to the performance of this Agreement.

25. The parties expressly covenant and agree that in the event any of the parties is in default of its obligations under this Agreement, the parties not in default shall provide to the defaulting party thirty (30) days written notice before exercising any of their rights.

26. The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not solely as a matter of judicial constraint, be construed more severely against one of the parties than the other.

27. This Agreement represents the entire understanding among the parties, and supercedes all other negotiations, or agreements, either written or oral, relating to this Agreement.

28. A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County, Florida.

29. This Agreement shall be effective upon execution by both parties and shall continue in effect and be binding on the parties until the **PROJECT** is completed as evidence by written acceptance of the **COUNTY** or December 31, 2008, whichever occurs first, or terminated in accordance with Paragraphs 14 and 15.

30. The **COUNTY** may, at the **COUNTY's** discretion and for the duration of construction, install signs within public property or easement, notifying the public that construction of the project was funded with **COUNTY** dollars.

REMAINDER OF PAGE LEFT BLANK

IN WITNESS WHEREOF, the parties have executed this Agreement and it is effective on the date first above written.

THE SCHOOL BOARD
OF PALM BEACH COUNTY

PALM BEACH COUNTY, FLORIDA, BY ITS
BOARD OF COUNTY COMMISSIONERS

By: _____
Chair

By: _____
Chairperson

ATTEST:

ATTEST:

SHARON R. BOCK,
CLERK & COMPTROLLER

By: _____
Superintendent

By: _____
Deputy Clerk

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY

By: 
Board Attorney

By: _____
Assistant County Attorney

Date: 2/28/07

Date: _____

APPROVED AS TO TERMS
AND CONDITIONS

By: _____

Date: _____