

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)	Term of 1 year commencing the date of execution by all parties-renews annual until terminated; Please refer to Section 2.01.
Termination Clause	Any party may elect to terminate its participation with or without cause upon thirty days written notice to the other Parties. Opting out by one party does not terminate the Agreement, providing a minimum of two entities remain parties to the Agreement; Please refer to Section 3.04.
Insurance /Liability Issues/ Indemnification	Liability Issues: Please refer to Sections 3.01, 3.05, 3.11, and 3.14.
Regulatory issues	No.
Confidentiality Provision	None; Please refer to Section 3.05.
Warranties	None.
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 3.11.

Business Principles:

Comments

Sound Business Principles	Yes.
Reasonableness of Fees	None
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	None

Other Issues:

Comments

Conflict of Interest Disclosures	None
Non-Negotiable Issues	
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: [Signature] 3-16-07
Attorney (Name and Date)



THE SCHOOL DISTRICT OF PALM BEACH COUNTY
Request for Document Approval by Legal Services

DIRECTIONS: Allow two weeks for review and approval. DO NOT use "ASAP" for a required date. A specific due date is required. Your document may be returned for failure to complete the information below.

Date Submitted 03 / 15 / 2007 Number of Copies Submitted 1

Name of Document Palm Beach Wireless Cooperative Agreement

School/Department Submitting Information Technology

Contact Person Margaret Tygrest Telephone (561) 434 - 8830 PX 48830

Date Required 03 / 16 / 2007 (DO NOT use "ASAP" - a specific date is required)

Is this a continuation/duplication of prior document? [] Yes [X] No

If any changes, are they marked? n/a

Is substance of document acceptable to your Assistant Superintendent or Director? [X] Yes [] No

Are permits required? [] Yes [X] No

Have required permits been obtained? [] Yes [] No [X] N/A

Do you wish to pick up document? [X] Yes [] No Pony? [] Yes [] No

Comments:

RECEIVED
MAR 15 2007
BY LEGAL SERVICES

Linda Mairone
SIGNATURE OF DEPARTMENT HEAD OR AREA EXECUTIVE

3/15/07
DATE

Attorney Assigned [Signature]

Date of completion by Attorney 3/16/07

COOPERATIVE AGREEMENT

THIS COOPERATIVE AGREEMENT (Agreement) is made and entered into as of this ____ day of _____, 2007, by and between

PALM BEACH COUNTY, FLORIDA

(hereinafter referred to as "PBC"),
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
301 N. Olive Ave., West Palm Beach, Florida 33401;

THE SCHOOL BOARD OF PALM BEACH COUNTY

(hereinafter referred to "SBPBC"),
a corporate body politic of the State of Florida,
whose principal place of business is
3340 Forest Hill Boulevard, West Palm Beach, Florida 33406

PALM BEACH COMMUNITY COLLEGE

(hereinafter referred to as "PBCC"),
a body corporate and educational institution of the State of Florida,
whose principal place of business is
4200 Congress Avenue, Lake Worth, Florida 33461

FLORIDA ATLANTIC UNIVERSITY BOARD OF TRUSTEES

(hereinafter referred to as "FAU" or "Florida Atlantic University"),
a public body corporate and educational institution of the State of Florida,
whose principal place of business is
777 Glades Road, Boca Raton, Florida 33431

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

(hereinafter referred to as "SFWMD")
a body corporate and political subdivision of the State of Florida,
whose principal place of business is
3301 Gun Club Road, West Palm Beach, Florida 33416-4680

PALM BEACH COUNTY EDUCATION COMMISSION

(hereinafter referred to as "PBCEC")
a body corporate and non-profit institution of the State of Florida,
whose principal place of business is
2324 S. Congress Avenue, Suite 2G, West Palm Beach, Florida 33406

WHEREAS, Palm Beach County, the School Board of Palm Beach County, Florida Atlantic University, Palm Beach Community College, South Florida Water Management District and the Palm Beach County Education Commission joined together to form **Palm Beach**

- Implementing a charter which delineates the operations of the Task Force, including rules for proxy attendance, meeting quorum, voting outcomes (majority vs. super-majority), agenda preparation, minutes, public notice requirements for meetings, etc.;
- Overseeing the activities of the various Task Forces;
- Planning and prioritizing the direction of the Palm Beach Wireless project;
- Directing the project management function and monitoring overall progress of the Palm Beach Wireless initiatives;
- Reviewing and approving all solicitation documents, e.g., Request for Information (RFI), Request for Proposals (RFP), Invitation to Negotiate (ITN), etc.), submitted by interested vendors;
- Finalizing evaluations of solicitation responses and assessing overall feasibility of wireless communications for the Palm Beach region; and
- Presenting recommendations for next steps.

Each participating member of **Palm Beach Wireless** will use the consortium process to communicate new initiatives for public access to information and resources through a technology infrastructure to other consortium members.

Each participating member of **Palm Beach Wireless** agrees to actively participate in the program committees. **Palm Beach Wireless** will establish initiatives and priorities on an annual basis and encourage member organizations to promote its programs broadly.

A Steering Committee shall be established under this agreement and shall consist of voting members of the Palm Beach Wireless, including Palm Beach County, Florida Atlantic University, Palm Beach Community College, School Board of Palm Beach County, South Florida Water Management District and the Palm Beach County Education Commission, Inc..

Support for the activities of **Palm Beach Wireless** will be accomplished through task forces and subcommittees with membership from the member organizations.

2.04 Responsibilities of the Parties. Subject to Section 3.01 below, the Parties agree to be responsible for their own acts of negligence, or their respective agent's acts of negligence when acting within the scope of their employment.

ARTICLE 3 – GENERAL CONDITIONS

3.01 **No Waiver of Sovereign Immunity.** Nothing contained in this Agreement, specifically including without limitation Section 2.04 above, is intended to serve as (i) a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable; (ii) the consent of the State of Florida or its officers, employees, servants, agents, agencies, or public bodies corporate to be sued; or (iii) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in section 768.28 of the Florida Statutes.

3.02 **No Third Party Beneficiaries.** The Parties expressly acknowledge that it is not their intent to create or confer any rights or obligations in or upon any third person or entity under this Agreement. None of the Parties intend to directly or substantially benefit a third party

any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

3.10 **Compliance with Laws.** The Parties shall comply with all applicable federal and state laws, codes, rules and regulations in performing the duties, responsibilities and obligations pursuant to this Agreement.

3.11 **Governing Law.** This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Any controversies or legal problems arising out of this Agreement and any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the State courts of the Fifteenth Judicial Circuit of Palm Beach County, Florida.

3.12 **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

3.13 **Assignment.** Neither this Agreement nor any interest herein may be assigned, transferred or encumbered by the Parties without the prior written consent of the other Parties. There shall be no partial assignments of this Agreement including, without limitation, the partial assignment of any right to receive payments from Palm Beach Wireless.

3.14 **Force Majeure.** The Parties shall not be obligated to perform any duty, requirement or obligation under this Agreement if such performance is prevented by fire, hurricane, earthquake, explosion, wars, sabotage, accident, flood, acts of God, strikes, or other labor disputes, riot or civil commotions, or by reason of any other matter or condition beyond the control of the Parties, and which cannot be overcome by reasonable diligence and without unusual expense ("Force Majeure"). In no event shall a lack of funds on the part of the Parties be deemed Force Majeure.

3.15 **Place of Performance.** All obligations of Palm Beach Wireless under the terms of this Agreement are reasonably susceptible of being performed in Palm Beach County, Florida and shall be performable in Palm Beach County, Florida.

3.16 **Severability.** In case any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal, unlawful, unenforceable or void in any respect, the invalidity, illegality, unenforceability or unlawful or void nature of that provision shall not effect any other provision and this Agreement shall be considered as if such invalid, illegal, unlawful, unenforceable or void provision had never been included herein.

3.17 **Notice.** When any of the Parties desire to give notice to the other, such notice must be in writing, sent by U.S. Mail, postage prepaid, addressed to the party for whom it is intended at the place last specified; the place for giving notice shall remain such until it is changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective places for giving notice:

To SBPBC: Art Johnson, Ph. D., Superintendent
The School District of Palm Beach County
3300 Forest Hill Blvd.
West Palm Beach, FL 33406

With a Copy to: William Graham, Chair, Palm Beach County School Board
The School District of Palm Beach County
3300 Forest Hill Blvd.
West Palm Beach, FL 33406

With a Copy to: Rich Contartesi, Director, Educational Technology
The School District of Palm Beach County
3300 Forest Hill Blvd.
West Palm Beach, FL 33406

With a Copy to: Linda Mainord, Chief Information Officer
The School District of Palm Beach County
3300 Forest Hill Blvd.
West Palm Beach, FL 33406

To SFWMD: Kevin McCarty, Chair, Governing Board
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

With a Copy to: Tom Olliff, Assistant Executive Director
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

With a Copy to: Enrique Garcia, Chief Information Officer
South Florida Water Management District
3301 Gun Club Road
West Palm Beach, FL 33406

To PBCEC, Inc.: Jody Gleason, Executive Director
Palm Beach County Education Commission, Inc.
2324 S. Congress Avenue, Suite 2G
West Palm Beach, FL 33406

With a Copy to: Chair, Palm Beach County Education Commission, Inc.
Palm Beach County Education Commission, Inc.
2324 S. Congress Avenue, Suite 2G
West Palm Beach, FL 33406

FOR PALM BEACH COUNTY

(Corporate Seal)

ATTEST:

Palm Beach County

By: _____
Addie L. Greene, Chairperson

Date: _____

FOR FLORIDA ATLANTIC UNIVERSITY

(Corporate Seal)

ATTEST:

FLORIDA ATLANTIC UNIVERSITY
BOARD OF TRUSTEES

By: _____
Frank Brogan, President

Date: _____

Reviewed and Approved
as to legal sufficiency

FOR THE SOUTH FLORIDA WATER MANAGEMENT DISTRICT

(Corporate Seal)

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

ATTEST:

By: _____
Kevin McCarty, Chair, Governing Board

Date: _____