

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)	June 30, 2008
Termination Clause	For convenience
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses.
Regulatory issues	N/A
Confidentiality Provision	Yes
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

Blair [Signature] 4/27/07
 By: Attorney (Name and Date)

**INTERAGENCY AGREEMENT BETWEEN
THE UNIVERSITY OF FLORIDA, AND
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA**

THIS INTERAGENCY AGREEMENT is made and entered into this _____ day of _____, 2007, by and between The University of Florida (hereinafter "UF"), Division of Sponsored Research, 219 Grinter Hall, PO Box 115500, Gainesville, FL 32611-5500, and The School Board of Palm Beach County, Florida, 3340 Forest Hill Boulevard, West Palm Beach, Florida 33406 (hereinafter "SBPBC").

INTRODUCTION

UF is currently contracted with James Nicholas, Consultant, who is under contract to Palm Beach County to revise and update the county's impact fees for transportation, parks and recreation, public buildings, fire protection and rescue, public libraries, law enforcement, and public education. Included in this update is the recalculation of the student generation rates used in the calculation of Palm Beach County's public education impact fees. UF will be responsible for address matching student records to property appraiser records to create the databases required for analysis and recalculation of the student generation rates. In order to perform these tasks UF will require access to data that includes personally identifiable records of students of SBPBC.

GENERAL PROVISIONS

UF and SBPBC agree, that working together in collaboration to share information will serve the best interest of the public school system in Palm Beach County, Florida.

UF and SBPBC agree, to the fullest extent permissible and in compliance with federal and state law, administrative regulations, and policies and procedures established by the signatory agencies, to fully share relevant information pursuant to this Agreement.

UF and SBPBC agree to work collaboratively to continually improve the technical interface needed to provide for the efficient sharing of information.

UF and SBPBC agree to comply with all federal and state laws, rules and regulations in performing their duties, rights, responsibilities, and obligations pursuant to this Agreement.

Pursuant to School Board Policy 5.50, the receipt of which is acknowledged by UF's by signature below, the SBPBC hereby designates UF, Division of Sponsored Research, as an "other school official" for purposes of receiving limited personally identifiable student information under section 1002.22 (3)(d)14, Florida Statutes, because the SBPBC recognizes that the UF has legitimate educational interests in receiving this information in order to carry out UF's contractual responsibilities.

As a condition precedent to receiving confidential student information, UF warrants and agrees that UF:

- Will limit the access to student information to its employees and/or agents who actually have a legitimate educational interest in the information (i.e., they legitimately need to access the information in order to carry out their responsibilities under this Agreement);
- Shall avoid, and shall instruct applicable employees/agents to avoid, accessing personally-identifiable student information except for the legitimate purposes recognized under this Agreement, and shall require that all employees/agents accessing the data be trained in, and sign an acknowledgement regarding, the confidentiality requirement;
- Will comply with the requirements of Florida Administrative Code Rule 6A-1.0955(6)(g), that student information shall not be disclosed by UF in any form to any party other than appropriate school officials, UF's employees/agents, or as required by law (even if the document is first redacted to remove personally-identifiable information), without the prior written consent of the adult student or the minor student's parent/guardian, as appropriate;
- Shall maintain any confidential student information in secure data processing facilities or in securely locked cabinets, and UF shall monitor the security and safekeeping of the confidential data; and
- Will dispose of all information disclosed to it by SBPBC (and all copies thereof), after the purpose for which the information is disclosed has been served, or seven years after the receipt of the information (whichever is sooner), by shredding paper documents finely enough to prevent possible recovery of information, and by totally erasing and over-writing, or physically destroying any electronic media such as computer files, tapes, or diskettes.

SPECIFIC PROVISIONS

A. The School Board of Palm Beach County, Florida agrees to:

1. Provide UF with a file of student records, with students name redacted, in Access format on CD-ROM .
2. Provide UF with metadata for the student records file.

B. The University of Florida agrees to:

1. Maintain the confidentiality and assure the physical security of all students records accessed and used under this Agreement.
2. Prohibit the release or disclosure of students records to anyone except authorized UF employees.
3. Prevent any unauthorized access to the student records and preclude the unauthorized use, release, or disclosure of the information contained in such records.

TERM

1. All terms of this Agreement are fully understood and accepted by UF and SBPBC and their respective agents as represented by the signors of this Agreement. If either party feels the Agreement is not being complied with, the signatories of this Agreement or their designees accept the responsibility for resolving the disputed issues. Both parties agree to renegotiate this Agreement if Federal or State revision of any applicable laws or regulations should occur.


2. Nothing contained in this Agreement is intended to serve as a waiver of sovereign immunity by any agency to which sovereign immunity may be applicable.

3. This Agreement may be terminated by either party hereto without cause during the term hereof upon thirty (30) days written notice to the other party of its desire to terminate the Agreement.

4. This Agreement shall be governed by Florida law. 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 court of the Fifteenth Judicial Circuit in and for Palm Beach County, Florida.

5. This Agreement will be in effect from _____, 2007 or upon full execution, whichever is later, and continue through June 30, 2008.

**THE UNIVERSITY OF FLORIDA
DIVISION OF SPONSORED RESEARCH**

By: 
Brian Prindle, Associate Director
Division of Sponsored Research
University of Florida

4/26/07
Date

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

William G. Graham, Chairperson
The School Board of Palm Beach County, Florida

Date

Arthur C. Johnson, Ph.D.
Superintendent of Schools

Date


Approved as to Form and Legal Sufficiency

4/27/07