

**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)	October 1, 2005- September 30, 2007; Please refer to Paragraph 10.
Termination Clause	The contract may be terminated by either party upon 10 days written notice to the other party or immediately if County determines SB's services are not in accordance with agreement; Please refer to Paragraphs 7 and 17.
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. Liability Issues: Please refer to Paragraphs 11 and 12.
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; Please refer to Paragraph 18.

**Business Principles:**

	Comments
Sound Business Principles	Yes.
Reasonableness of Fees	Up to \$100,000.00; Please refer to Paragraph 4.
Payment Terms -Lump sum, installments -Payment Due dates -Late fees	Please refer to Paragraph 6.

**Other Issues:**

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	
Miscellaneous Issues	
Appropriate Departmental Sign-off	

**Special Considerations:**

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

*[Signature]* 5/22/07  
 By: Attorney (Name and Date)

**FUNDING AGREEMENT  
BETWEEN PALM BEACH COUNTY AND  
THE SCHOOL BOARD OF PALM BEACH COUNTY  
FOR THE PURPOSE OF FUNDING FIELD TRIPS  
FOR TITLE 1 ELEMENTARY SCHOOLS WITHIN PALM BEACH COUNTY  
(2005-06 & 2006-07 Fiscal Years)**

**THIS FUNDING AGREEMENT** is made and entered into on this \_\_\_\_\_ day of \_\_\_\_\_, 2007, by and between Palm Beach County, a political subdivision of the State of Florida by and through its Board of County Commissioners, hereinafter referred to as the "County", and The School Board of Palm Beach County, a corporate body politic pursuant to the Constitution of the State of Florida, hereinafter referred to as the "School Board".

**WITNESETH:**

**WHEREAS**, County desires to provide funding to be used to assist the School Board with the funding of transportation services for educational field trips for Title I elementary schools located within Palm Beach County; and

**WHEREAS**, School Board agrees to notify the Title 1 elementary schools located in Palm Beach County of the availability of educational field trip transportation funding assistance; and

**WHEREAS**, the funding provided by County under this Agreement shall not exceed the sum of one hundred thousand dollars (\$100,000.00) and shall be used to fund trips provided in the 2005-2006 fiscal year and the 2006-2007 fiscal year; and

**WHEREAS**, School Board agrees to provide to County an accounting of funds expended under this Agreement for transportation funding assistance for Title 1 elementary school field trips; and

**WHEREAS**, School Board agrees that the price of the transportation services contemplated hereunder shall not exceed the sum of thirty dollars (\$30.00) per hour and \$2.00 per mile; and

**WHEREAS**, the County has determined that the School Board's educational field trips enrich the culture and life of the Title 1 students and that the County funds provided under this Agreement will serve a public purpose; and

**WHEREAS**, both parties desire to enter into this Agreement.

**NOW, THEREFORE**, in consideration of the covenants and promises contained herein, the parties hereby agree to the following terms and conditions:

1. The facts set forth above in the preamble to this Agreement are true and correct and incorporated into this Agreement by reference.
2. The purpose of this Agreement is to set forth the various duties, rights and responsibilities of the parties regarding the funds provided by County and the School Board's use of said funds.
3. The County's representative and contract monitor during the performance of this Agreement shall be the Executive Director of Palm Tran whose telephone number is 561-841-4200. The School Board's representative and contract monitor during the performance of this Agreement shall be Yevola Falana, Assistant

Director/Operations, whose telephone number is 561-242-8312.

4. The County agrees to make certain funds available to be used to fund certain transportation services for student educational field trips for Title I elementary schools located within Palm Beach County. The funding assistance provided by County shall not exceed the sum of one hundred thousand dollars (\$100,000.00). These funds shall be solely used for transportation services furnished during the 2005-2006 and 2006-2007 fiscal years and for no other purpose whatsoever,.

5. The School Board shall notify all Title 1 elementary schools located in Palm Beach County of the availability of the educational field trip transportation funding assistance made available by Palm Beach County and the School Board.

6. County will reimburse the School Board for education field trips provided by the School Board at the rate of thirty dollars (\$30.00) per hour and two dollars (\$2.00) per mile, to be billed from portal (*i.e.*, elementary school site) to portal (*i.e.*, field trip site). The School Board may present to the County, invoices for educational field trips following the conclusion of each educational field trip. Invoices shall be itemized in sufficient detail for pre-payment audit. Invoices shall set forth the number of billable hours and miles, and include a brief description of the purpose of the field trip, the date of the trip, the name of the Title 1 elementary school and the number of children participating in the field trip. The School Board shall certify that the expenditure(s) for which reimbursement is sought were proper, lawful and made in accordance with the requirements of this Agreement. The School Board shall supply any other documentation requested by County. Invoices received by the County will be reviewed and approved by the Contract Monitor or his designee, indicating that the expenditures have been made in conformity with this Agreement. Thereafter, the invoices will be sent to the County Finance Department for final approval and payment. Invoices will normally be paid within thirty (30) days following approval. The School Board shall submit all invoices for final payment within thirty (30) days of the expiration of the Agreement.

7. School Board shall abide by and be subject to all applicable federal, state, county, and municipal laws, rules and regulations, including but not limited to, Palm Beach County's ordinances, as said laws and ordinances exist and are amended from time to time. In entering into this Agreement, Palm Beach County does not waive the requirements of any County or local ordinance or the requirements of obtaining any permits or licenses which are normally required for the School Board to conduct business or any other activity. If, at any time, the County determines that the services provided by the School Board were not in accordance with the terms and conditions of this Agreement, did not comply with any state, federal, County, or municipal law, regulation or rule, or that any of the funds provided hereunder were used to reimburse expenses that were not reimbursable under this Agreement, were improperly or unlawfully incurred, or did not constitute a valid public purpose, as determined in the sole discretion of the County, then the County's obligations hereunder shall immediately cease and County shall be entitled to the immediate return of all such funds paid to the School Board. Nothing contained herein shall act as a limitation upon the County's right to be repaid, as a waiver of any rights the County had, has, or may have, or shall preclude the County from pursuing any available remedies.

8. School Board represents and warrants that neither it nor its employees or volunteers will discriminate in the provision of any fields trip for which it seeks reimbursement under this Agreement. School Board further represents and warrants that all of its employees and participants in field trips for which reimbursement is sought under this Agreement are treated equally and without regard to residency, race, color, religion, sex, age, disability, handicap, marital status, sexual orientation, national origin, or ancestry.

9. Neither this Agreement nor any interest therein shall be assigned, conveyed, transferred in whole or in part, or otherwise encumbered by the School Board without the prior written consent of the County.

10. The term of this Agreement shall be from October 1, 2005 through September 30, 2007.

11. The School Board acknowledges that the County's sole responsibility hereunder is to provide funding for the purposes contemplated under this Agreement in accordance with the Agreement's terms and conditions. The School Board recognizes its liability for certain tortious acts of its agents, officers, employees and invitees to the extent and limits provided in Section 768.28, Florida Statutes.

12. Without waiving the right to sovereign immunity as provided by Section 768.28, F.S., the School Board represents and acknowledges that it is self-insured for General Liability and Automobile Liability under Florida sovereign immunity statutes with coverage limits of \$100,000 per person and \$200,000 per occurrence, or such other monetary waiver limits that may be established by the Florida Legislature. The School Board agrees to maintain or to be self-insured for Worker's Compensation and Employer's Liability Insurance in accordance with Chapter 440, Florida Statutes. The School Board shall agree to provide a statement or certificate of insurance evidencing insurance, self-insurance, and/or sovereign immunity status, which County agrees to recognize as acceptable for the above mentioned coverages. Compliance with the foregoing requirements shall not relieve the School Board of its liability and obligations under this Agreement.

13. The County's obligations to the School Board shall be strictly limited to those expressly set forth in this Agreement. Neither party shall be deemed to be the agent of the other and the County does not assume liability or responsibility for any duty or responsibility of the School Board. In addition, this Agreement is not intended to be a third party beneficiary contract and confers no rights on anyone other than the County or the School Board. The County shall have no obligation to any other entity, contractor or person who is in anyway associated with or might benefit from the terms of this Agreement. Nothing herein will constitute any imposition or acceptance of any obligation or liability not otherwise imposed by law upon County.

14. The School Board shall maintain adequate records to justify its reimbursement requests for at least three (3) years from the expiration date of this Agreement.

15. Nothing contained in this Agreement shall create an agency relationship between the County and the School Board.

16. The County's performance and obligations under this Agreement are contingent upon an annual budgetary appropriation by County's Board of County Commissioners for the purposes described in this Agreement.

17. Notwithstanding the provisions of section 10 above, this Agreement may be terminated by either party, with or without cause, upon ten (10) days written notice to the other party. In the event a party has failed to perform, observe or has breached any provision of this Agreement, the other party may terminate immediately upon written notice to the other.

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

19. No waiver of any provisions of this Agreement shall be effective unless it is in writing and signed by the party against whom it is asserted. Any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed a continuing or future waiver.

20. 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 construction, be construed more severely against one of the parties than the other.

21. Any notice given pursuant to the terms of this Agreement shall be in writing and hand delivered or sent by U.S. Mail. All notices shall be addressed to the following:

As to the County:  
Executive Director  
Palm Tran  
3201 Electronics Way  
West Palm Beach 33407

As to the School Board:  
Yevola Falana  
Assistant Director/Operation  
Palm Beach County School District  
2775 Homewood Road  
West Palm Beach, FL 33406

22. The County and the School Board agree that this Agreement sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Agreement may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

**(Remainder of Page Intentionally Left Blank)**

IN WITNESS WHEREOF, the undersigned parties have signed this Agreement on the date first above written.

ATTEST:

PALM BEACH COUNTY, FLORIDA, by its  
BOARD OF COUNTY COMMISSIONERS

Sharon Bock, Clerk & Comptroller

By: \_\_\_\_\_  
Deputy Clerk

By: \_\_\_\_\_  
Addie L. Greene, Chairperson

ATTEST:

SCHOOL BOARD OF PALM BEACH COUNTY

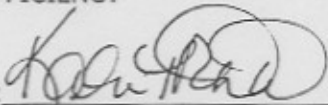
By: \_\_\_\_\_  
Superintendent

By: \_\_\_\_\_  
Chair

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY

By: \_\_\_\_\_  
County Attorney

By:  5-22-07  
School District Attorney

APPROVED AS TO TERMS AND  
CONDITIONS

By: \_\_\_\_\_  
Chuck Cohen, Executive Director  
Palm Tran