

Name of Contract: McQuay International

Yes Board Item

7/18/06 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)	1 Year beginning September 1, 2006, with option to renew for 2 additional one year terms. Please refer to Page 4(front) Duration.
Termination Clause	SB (Without cause): The School Board may cancel without cause upon giving McQuay 30 days notice. Please refer to Page 3(back). SB (Cause): The Superintendent may cancel agreement for deficiencies with notice to McQuay and 10 days opportunity to cure. Please refer to Page 3(back). SB (Funding Out): The School Board may terminate the agreement at the end of the School Board's fiscal year upon 90 days written notice to McQuay. Please refer to Page 3(back). McQuay (Without cause): McQuay may cancel upon 90 days written notice to SB. Please refer to Page 3(back).
Insurance /Liability Issues/ Indemnification	Risk Management should review and approve all insurance clauses. <u>Indemnification:</u> Please refer to Page 3(back) INDEMNIFICATION. <u>Liability issues:</u> Notwithstanding the Indemnification provision, McQuay will not be liable for consequential, indirect, incidental or special damages. Please refer to Page 3(back) Indemnification. Please refer to Page 3(back) Hold Harmless and Page 5(back), paragraph 16.
Regulatory issues	N/A
Confidentiality Provision	None. McQuay will not receive confidential student information.
Warranties	Warranties: Please refer to Page 5(back), paragraphs 17.
Labor Issues	The Labor Relations Department should review any issues.
Disclaimers	N/A
Governing Law & Venue	Governing Law: Florida; Please refer to Page 4(back), paragraph 9.

Business Principles:

	Comments
Sound Business Principles	Yes.
Reasonableness of Fees	Please refer to Page 4 Payment and Price Terms. Technician labor rates for work not included in the agreement will be \$85.00 per hour; premium time will be charged at 1 ½ and holidays will be charged at double time (Please refer to Page 2(back)).
Payment Terms --Lump sum, installments --Payment Due dates --Late fees	Payment will be in advance on the first day of each month beginning on the Effective Date of this Agreement. Please refer to Page 4 Payment and Price Terms.

Other Issues:

	Comments
Conflict of Interest Disclosures	None
Non-Negotiable Issues	Notwithstanding the Indemnification provision, McQuay will not be liable for consequential, indirect, incidental or special damages. Please refer to Page 3(back) Indemnification.
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

 7/18/06
By: Attorney (Name and Date)