

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)	Six Months
Termination Clause	Yes, for CRA's failure to pay the cost of painting prior to work being started.
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

Blair Lewis 7/30/07
 By: Attorney (Name and Date)

**INTERLOCAL AGREEMENT
BETWEEN THE
SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA
AND THE
BOYNTON BEACH COMMUNITY REDEVELOPMENT AGENCY, FLORIDA**

This Agreement ("Agreement") is made and entered into this ____ day of _____, 2007 by and between the School Board of Palm Beach County, Florida (the "School Board"), and the Boynton Beach Community Redevelopment Agency, Florida (the "CRA") for the comprehensive painting of Galaxy Elementary School. This agreement is effective upon execution by the parties hereto and can be executed in counterparts.

WHEREAS, the CRA is a public Agency created pursuant to Florida Statutes, Chapter 163, Part III and has as its purpose the redevelopment of portions of the City of Boynton Beach located within its geographically designated redevelopment area; and

WHEREAS, Section 163.01, Florida Statutes, known as the "Florida Interlocal Cooperation Act of 1969" authorizes local governments to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities that will harmonize geographic, economic, population and other factors influencing the needs and development of local communities; and

WHEREAS, Part I of Chapter 163, Florida Statutes, permits public agencies, as defined therein, to enter into interlocal agreements with each other to jointly exercise any power, privilege, or authority which such agencies share in common and which each might exercise separately; and

WHEREAS, the CRA and School Board recognize the benefits to be derived to the students and community by re-painting Galaxy Elementary School; and

WHEREAS, the CRA has funds to improve areas in the City of Boynton Beach, including the painting of Galaxy Elementary School; and

WHEREAS, the School Board, a corporate body politic pursuant to the Constitution of the State of Florida, owns and operates certain real property known as Galaxy Elementary School ("School Property"); and

WHEREAS, the CRA, in furtherance of its redevelopment efforts, desires to provide the School Board funds to paint the exterior of the buildings on the School Property and the School Board is willing to accept the CRA funds and agree to use the CRA funds to paint the exterior of the buildings on the School Property;

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein and other good and valuable consideration, the adequacy and receipt of which is hereby acknowledged, the parties agree as follows:

Article I: General

- 1.01 The recitals set forth above are true and correct and are hereby made a part of this Agreement.
- 1.02 For purposes of this Agreement, the term "School" or "School Property" shall mean Galaxy Elementary School.
- 1.03 The Term of this Agreement shall be for a period of six months from the Effective Date.
- 1.04 For purposes of this Agreement, the term "Project" shall mean the exterior painting of all buildings at the School.
- 1.05 For purposes of this Agreement, the term "Contractor" shall mean the exterior painting contractor hired by the School Board to complete the Project.

Article II: Obligations of the School Board

- 2.01 The School Board shall hire the Contractor following the School Board contractor selection process for the sole purpose of completing the Project. The School Board shall provide a copy of the Contractor's bid to the CRA within ten (10) days after the expiration of all applicable protest periods. The School Board's obligation to issue a notice to proceed to the Contractor is contingent upon receipt of the full cost of the Project from the CRA.
- 2.02 The School Board shall ensure that the type of paint used for the Project complies with the School Board's paint specification requirements.
- 2.03 The School Board shall be responsible for negotiating a set price with the Contractor and the terms for payment.
- 2.04 The School Board shall require the Contractor to complete the Project within forty-five (45) days from the selection of the Contractor.

Article III: Obligations of the CRA

- 3.01 The CRA shall pay, in advance, to the School Board the full cost of the Project. Payment shall be made within ten (10) days after the bids are deemed satisfactory to the CRA and the School Board awards the bid for the Project.

3.02 The CRA shall share the color alternatives for the Project with the School's Principal and the selection shall be made by consensus between the designated CRA representative, the School's Principal and designated School Board staff.

3.03 For purposes of this Agreement, the designated CRA representative shall be Ashley Buckley. For purposes of this Agreement, the designated School Board staff representative shall be Angela Usher.

Article IV: Termination

4.01 This Agreement shall be null and void and considered terminated in the event that the CRA does not make full payment to the School Board within ten (10) days after receipt of a copy of the Contractor's bid for the Project. Termination under this Section shall not constitute default by the CRA.

Article V: Miscellaneous

5.01 Any and all notices required or permitted to be delivered pursuant to the terms of this Agreement shall be effective upon receipt, but in any event no later than one (1) day after delivery to an expedited courier service such as Federal Express or after transmitted by facimilie. Any of the parties described herein may change their addresses by giving notice to all other parties set forth in this subsection. Any notices under this agreement shall be faxed and sent by overnight delivery to the following persons and addresses:

School Board: Chief of Facilities Management
3300 Forest Hill Blvd.
West Palm Beach, FL 33406
(Phone) (561) 357-7573
(Fax) (561) 357-7569

With Copy to:
Director, Planning Department
3300 Forest Hill Blvd.
West Palm Beach, FL 33406
(Phone) (561) 434-8205
(Fax) (561) 434-8187

CRA: Executive Director
Boynton Beach CRA
915 Federal Highway
Boynton Beach, FL 33435

Phone: (561) 737-3256

Fax: (561) 737-3258

5.02 In the event an issue arises which cannot be resolved between the School's Principal and the CRA regarding the painting of the School, the dispute shall be referred to the School Board's Chief Operating Officer and the CRA's Executive Director who shall both make a good faith effort to resolve the dispute.

5.03 The parties agree that, in the event either party is in default of its obligations under this Agreement, the non-defaulting party shall provide to the defaulting party reasonable written notice to cure the default. In the event the defaulting party fails to cure the default, the non-defaulting party shall be entitled to seek any remedy available to it at law or equity, including, but not limited to, the right to terminate this Agreement and seek damages, if any.

5.04 In the event of any dispute arising among the parties with respect to the interpretation of the respective rights or obligations provided for by this Agreement, the same shall be resolved by mediation with such mediation to be conducted between the designated School Board Attorney and the CRA Attorney. If mediation is unsuccessful, any and all legal actions necessary to enforce this Agreement will be conducted in Palm Beach County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy given hereunder or not or 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 hereunder shall preclude any other or further exercise thereof. Any dispute arising out of the Agreement shall be construed by and governed by the laws of the State of Florida. All legal action necessary to enforce the Agreement will be held in Palm Beach County.

5.05 The parties agree that no person shall, on the grounds of race, color, sex, national origin, disability, religion, ancestry, marital status, or sexual orientation be excluded from the benefits of, or be subjected to any form of discrimination under any activity carried out by the performance of this Agreement.

5.06 The captions and section designations set forth herein are for convenience only and shall have no substantive meaning.

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

5.08 This Agreement constitutes the entire understanding between the parties, and supersedes all other negotiations, representations, or agreement, either written or oral, relating to this Agreement.

5.09 Exhibits attached hereto and referenced herein shall be deemed to be incorporated into this Agreement by reference.

5.10 Except as otherwise provided for in this Agreement, this Agreement may be modified and amended only by written instrument executed by the parties hereto.

5.11 No waiver of any provision of this Agreement shall be effective against any party hereto unless it is in writing and signed by the party waiving such provision. A written waiver shall only be effective as to the specific instance for which it is obtained and shall not be deemed a continuing or future waiver.

5.12 Neither party shall be considered the author of this Agreement since the parties have participated in the drafting of this document to arrive at a final Agreement. Thus, the terms of this Agreement shall not be strictly construed against one party as opposed to the other party based upon who drafted it.

5.13 A copy of this Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County pursuant to Section 163.01(11), Florida Statutes.

5.14 This Agreement shall become effective on the date last signed by the parties, and filed with the Clerk of the Circuit Court in and for Palm Beach County.

5.15 Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

SIGNATURES ON THE FOLLOWING PAGES

IN WITNESS WHEREOF, this Agreement has been executed by the parties herein on the day and year first above written.

**BOYNTON BEACH CRA,
FLORIDA**

By: _____
 , President

ATTEST:

Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

CRA Attorney

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

By: _____
William G. Graham, Chairman

ATTEST:

Arthur C. Johnson, Ph.D.
Superintendent of Schools
Date: _____

**APPROVED AS TO FORM AND
LEGAL SUFFICIENCY**

Blaiz _____ 7/30/07
School Board Attorney