

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)	Perpetual
Termination Clause	For convenience by either party with 30 days prior notice
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 [Signature] 8/16/07
 By: Attorney (Name and Date)

**INTERLOCAL AGREEMENT BETWEEN THE SCHOOL BOARD OF PALM BEACH COUNTY,
FLORIDA AND THE TOWN OF PALM BEACH FOR INSTALLATION & MAINTENANCE OF PALM
TREES & LANDSCAPE SCREENING AT PALM BEACH PUBLIC SCHOOL**

THIS AGREEMENT, made and entered into this _____ day of _____, 2007, by and between the School Board of Palm Beach County, Florida whose mailing address is: 3300 Forest Hill Boulevard, West Palm Beach, FL 33406, hereinafter referred to as "School Board"; and the Town of Palm Beach, a municipal corporation, which has a mailing address of 360 South County Road, Palm Beach, FL 33480, hereafter referred to as "Town". In consideration of the mutual benefit to be derived from the planting of palm trees and landscape screening of FPL transformer at Palm Beach Public School located at 240 Seaview Avenue, Palm Beach, School Board hereby grants, bargains and conveys to the Town the permission to install and maintain palm trees and landscape screening as indicated in the attached exhibits, A, B, C.

WITNESSETH:

WHEREAS, The School Board is the Owner of the following described property situated, lying, and being in the Town of Palm Beach, Palm Beach County, Florida, more fully described as follows:

STREET ADDRESS:	240 Coconut Row
PROPERTY CONTROL NO:	PORTION OF 50-43-43-22-00-003-0120
LEGAL DESCRIPTION:	A PORTION OF SECTION 22, TOWNSHIP 43 SOUTH, RANGE 43 EAST, BEGINNING AT THE NORTHWEST CORNER OF LOT 8, BLOCK A, ROYAL PARK, RUN NORTHERLY ALONG THE EAST RIGHT OF WAY LINE OF COCOANUT ROW A DISTANCE OF 149.56 FT, THENCE EAST ALONG THE SOUTH RIGHT OF WAY LINE OF SEAVIEW AVE A DISTANCE OF 340.95 FT, THENCE SOUTHERLY AT RIGHT ANGLES TO A POINT IN NORTH LINE OF BLOCK A ROYAL PARK, THENCE WEST A DISTANCE OF 327 FT TO THE POINT OF BEGINNING;

AND WHEREAS, "Town" has requested permission to install palm trees and landscape

screening ("Improvements") in the area depicted on Exhibit "A" attached hereto ("Site Plan").

AND WHEREAS, "School Board" is willing to permit the construction of said improvements in accordance with the following terms and conditions to wit:

A. The palm trees installation timeline is as follows: September 13, 2007 - Target installation date and September 28, 2007 - Alternate installation date.

B. Nothing herein contained shall be deemed to be a grant of an interest in the real property of the School Board and this Agreement shall be strictly limited to and for the purpose expressed herein.

C. Use - The property (as shown in Exhibits A, B and C, on the east side of the building) may be used by "Town" and it's contractors for the purpose of planting and perpetually maintaining palm trees and landscape material, which would consist of watering, fertilizing and trimming as required. The "Town" shall also be responsible, at its sole cost and expense, for maintenance of landscape material on the perimeter of the south and east sides of the southerly parking lot (adjacent to Royal Palm Way and the playing field).

D. Reasonable Use - The rights and interests conveyed herein are conditioned upon the reasonable exercise thereof by Town, access to, and work within, the area of the improvements.

E. Restoration - "Town" shall repair and restore to pre-planting condition any damages caused to "School Board's" property resulting from "Town's" planting of the palm trees and landscape materials.

F. Notice - In the event any damage caused or believed to be caused by "Town" to "School Board's" property, "School Board" agrees that within thirty (30) business days of becoming aware of any such damage, to notify "Town" in writing at 360 South County Road, Palm Beach, FL 33480, Att: Town Manager, by certified mail, return receipt requested. Failure of "School Board" to timely notify "Town" of same shall excuse "Town" of any liability for any and all such damage.

G. Palm trees location on "School Board's" property should be indicated on the following pictures location exhibits, A, B, C.

H. School Board and Town acknowledge the waiver of sovereign immunity for liability in tort contained in Florida Statutes Section 768.28, the State of Florida's partial waiver of

sovereign immunity, and acknowledge that such statute permits actions at law to recover damages in tort for money damages up to the limits set forth in such statute for death, personal injury or damage to property caused by the negligent or wrongful acts or omissions of an employee acting within the scope of the employee's office or employment. School Board and Town agree to be responsible for all such claims and damages, to the extent and limits provided in Florida Statutes Section 768.28, arising from the actions of their respective employees. The parties acknowledge that the foregoing shall not constitute an agreement by either party to indemnify the other, nor a waiver of sovereign immunity, nor a waiver of any defense the parties may have under such statute, nor as consent to be sued by third parties.

I. The Town shall require its contractors and subcontractors to maintain and keep in full force and effect General Liability Insurance in an amount not less than One Million Dollars (\$1,000,000) per occurrence and Two Million Dollars (\$2,000,000) general aggregate, bodily injury and property damage liability coverage and Workers Compensation covering all employees in accordance with Chapter 440 Florida Statutes. The General Liability policy shall include coverage for the Operations, Contractual Liability, Independent Contractors Contractual Liability, and Broad Form Property Damage Liability coverages. In addition, Town shall require its contractors and subcontractors to maintain Business Automobile Liability at a limit of liability not less than One Million Dollars (\$1,000,000) Each Occurrence for all owned, non-owned and hired automobiles. In the event the Town's contractors or subcontractors do not own any automobiles, they shall maintain Hired & Non-Owned Auto Liability in such amount. Coverage shall be provided on a primary basis. Except for Workers Compensation and Automobile Liability, all insurance policies shall endorse the School Board and Town as Additional Insured. Such insurance shall be issued by an insurance company licensed to do business in the State of Florida and approved by the School Board. A Certificate of Insurance evidencing such insurance coverage shall be provided to the School Board prior to the commencement of any work by the Town's contractors and subcontractors pursuant to this Agreement. Such Certificate shall require at least thirty (30) days prior notice of cancellation or adverse material change in coverage. In no event shall the limits of said insurance policies be considered as limiting the liability of the Town's contractors and

subcontractors under this Agreement.

J. This Interlocal Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Interlocal Agreement will be held in Palm Beach County. No remedy herein conferred 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 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. The parties hereto may pursue any and all actions available under law to enforce this Interlocal Agreement including, but not limited to, actions arising from the breach of any provision set forth herein.

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

L. This document contains the entire understanding and agreement of the parties with respect to the subject matter hereof. No amendment shall be effective unless the same is in writing and signed by all parties.

M. This Agreement is made solely and specifically among and for the benefit of the parties hereto, and their respective successors and assigns subject to the express provisions hereof relating to successors and assigns, and no other person shall have any rights, interest, or claims hereunder or be entitled to any benefits under or on account of this Agreement as a third-party beneficiary or otherwise.

N. All Town employees and contractual personnel (vendors, individuals, or entities) under contract with the Town who are permitted access to the School Board's Facilities when students are present, who have direct contact with students or who have access to or control of school funds must undergo level 2 screening. Level 2 screening consists of fingerprinting and a background check, as set forth in section 1012.32, Florida Statutes. The Town shall insure that all Town employees and contractual personnel undergo a background check and fingerprinting if he/she is an individual who meets any of the above conditions and to require that all employees and

contractual personnel who meet any of the above conditions submit to a background check, including fingerprinting by the School Board's Police Department, at the sole cost of the Town or the contractual personnel. No Town employee or contractual personnel shall be permitted access to the School Board's Facilities when students are present, to have direct contact with students or to have access to or control of school funds until he or she receives notice of clearance by the School Board. Neither the School Board, nor its members, officers, employees, nor agents, shall be liable under any legal theory for any claim whatsoever for the rejection of any Town employee or contractual personnel (or discontinuation of the Town employee's or contractual personnel's services) on the basis of these compliance obligations. The Town agrees that no Town employee or contractual personnel who meets the above conditions and who has been convicted or who is currently under investigation for a crime delineated in section 435.04, Florida Statutes, will be permitted access to the School Board's Facilities when students are present, who have direct contact with students or who have access to or control of school funds.

O. This Agreement shall become effective upon approval of both parties, and shall continue in perpetuity, unless one party gives notice of intent to terminate this Agreement in writing at least thirty (30) days in advance.

P. A copy of this Interlocal Agreement shall be filed with the Clerk of the Circuit Court in and for Palm Beach County.

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

IN WITNESS WHEREOF, Owners have hereunto set their hands and seals, and Town has caused these presents to be executed by its duly authorized officers, all on the day and year first above written.

[SIGNATURES ON THE FOLLOWING PAGES]

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

William G. Graham, Chairman

ATTEST:

Arthur C. Johnson, Ph.D., Superintendent

Legal Form Approved

Blair Smith 8/15/07
School Board Attorney

TOWN OF PALM BEACH

EBrown
Original Signature

ERIC BROWN
Typed/Printed Name of Witness

Betty Cotton
Original Signature

Betty Cotton
Typed/Printed Name of Witness

By: Beth Bell
Peter B. Elwell, Town Manager

Attest: Susan A. Eichhorn
Susan A. Eichhorn, Town Clerk

RECOMMEND APPROVAL

H. Paul Brazil
H. Paul Brazil, P.E., Director of Public Works

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John C. Randolph
John C. Randolph, Town Attorney

**Palm Beach
Public School**
Landscaping Concept
Alternative #7



Building

Transformer
Box w/ Screen

Windows

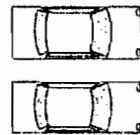
Windows

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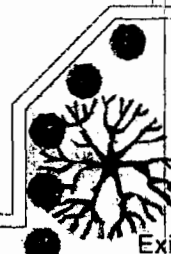
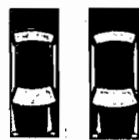
Christmas Palms

Parking Lot



Existing Hedge

Stucco Wall

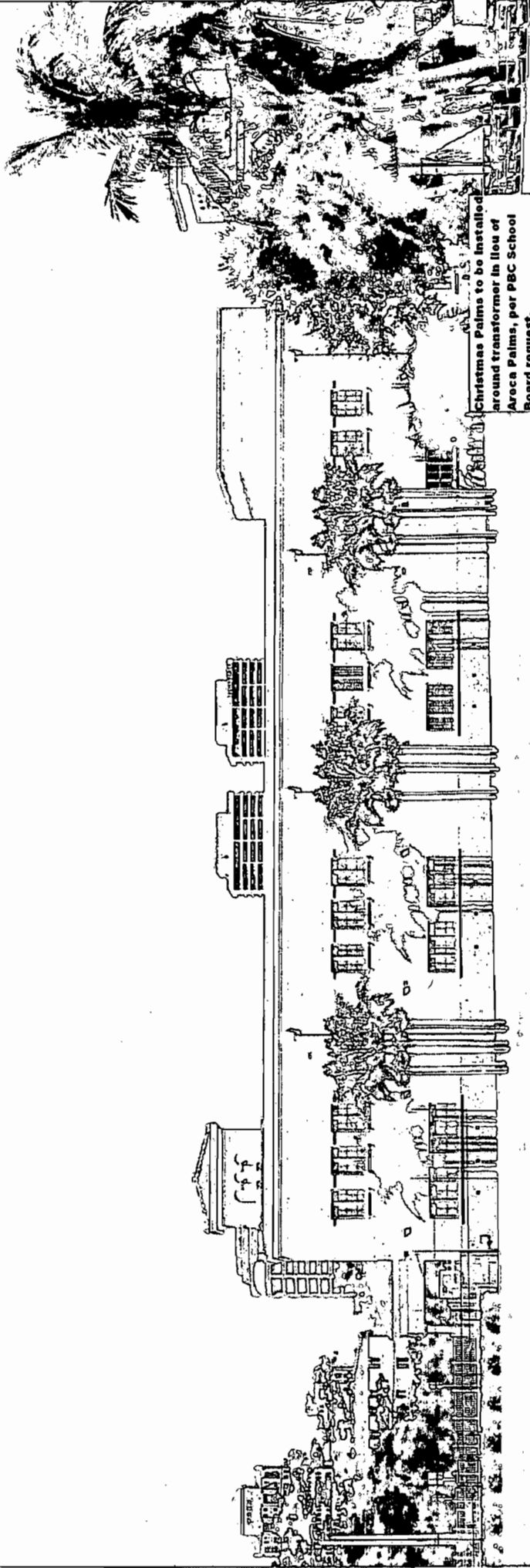


Existing Oak

Existing Coco Plum Hedge

Royal Palm Way

EXHIBIT "A"



Christmas Palms to be installed
around transformer in lieu of
Area Palms, per PBC School
Board request.

EXHIBIT "B"

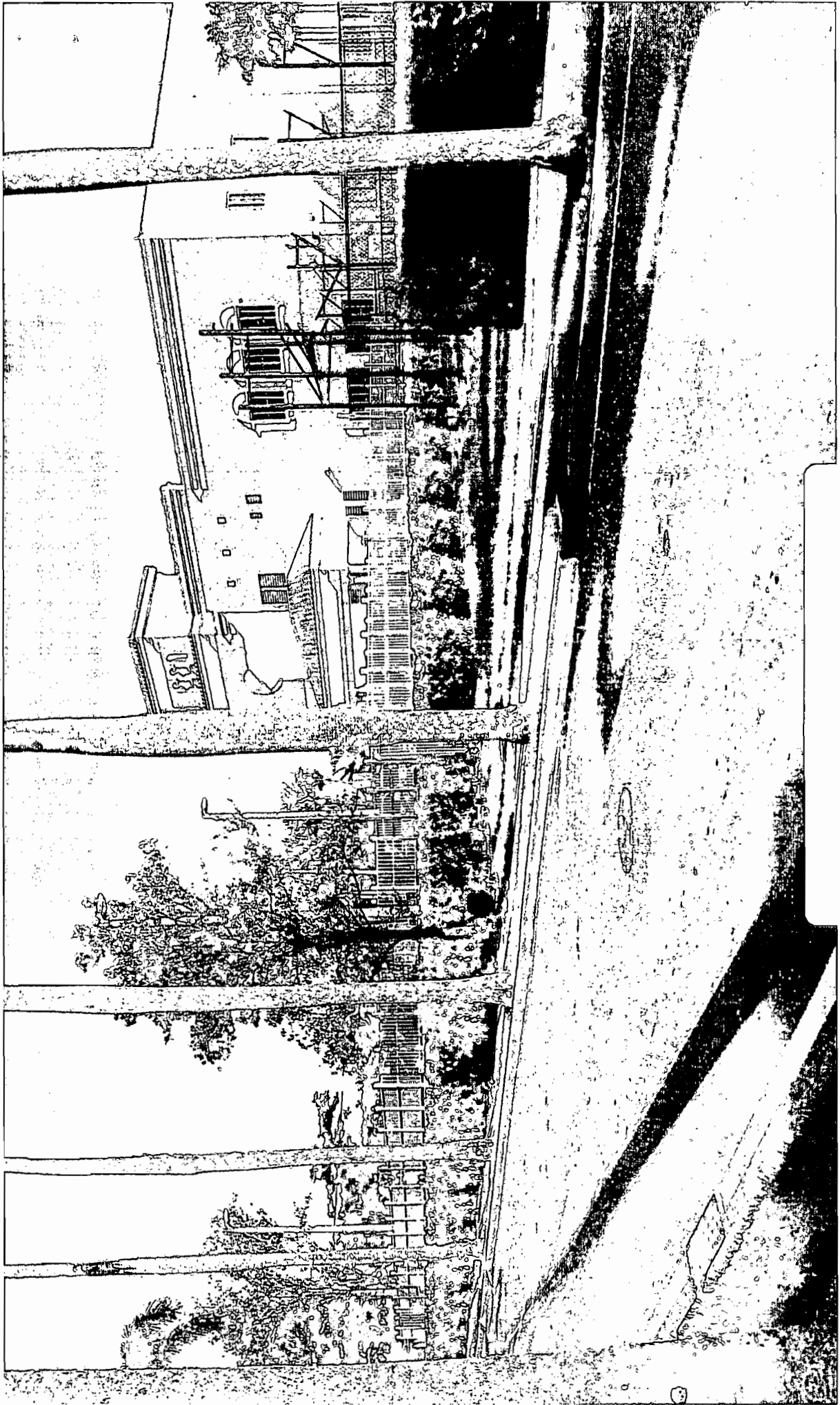


EXHIBIT "C"