

**CONTRACT REVIEW CHECKLIST**

**Contract Terms:**

	Comments
Term (Duration of Contract)	Extends the term until June 6, 2013
Termination Clause	N/A
Insurance /Indemnification	N/A
Liability issues	N/A
Confidentiality Provision	N/A
Warranties	N/A
Labor Issues	N/A
Disclaimers	N/A
Background Screening	N/A
Commercial Non-Discrimination per Policy 6.144	N/A
Governing Law & Venue	N/A

**Business Principles:**

	Comments
Fees	
Payment Terms, i.e. --Lump sum, installments --Late fees	Sections 3, 4 and 5 all reallocate a portion of the funds to other approved uses.

**Other Issues:**

	Comments
Beneficial Interest Affidavit	N/A
Non-Negotiable Issues	None
Miscellaneous Issues	None

**Special Considerations:** \_\_\_\_\_

Reviewed and approved as to form and legal sufficiency. Yes  No

*Blair LittleJohn* 4/8/13  
 \_\_\_\_\_  
 By: Blair LittleJohn

DUNS No.: 80-939-7102  
CFDA No.: 20.600

Contract No.: AQ-774  
FM No: 428767-1-84-01  
Vendor No: VF 596-000-783

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION  
AND  
THE SCHOOL BOARD OF PALM BEACH COUNTY, FLORIDA  
PUBLIC TRANSPORTATION  
JOINT PARTICIPATION AGREEMENT  
AMENDMENT NUMBER ONE

This Amendment made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_\_, by and between the State of Florida Department of Transportation, an agency of the State of Florida, hereinafter called the DEPARTMENT, and The School Board of Palm Beach County, Florida, located at 330 Forest Hill Boulevard, C110, West Palm Beach, Florida 33406, hereinafter called the AGENCY.

WITNESSETH

WHEREAS, on March 17, 2011 the parties entered into a Joint Participation Agreement, hereinafter referred to as the Agreement, wherein the AGENCY agreed to provide certain activities and services in connection with Financial Management (FM) No. 428763-1-84-01 for the Bike and Walk to School for Fitness Program for twelve (12) public schools in the Palm Beach County and hereinafter referred to as Project; and

WHEREAS, the parties amended the Agreement by Time Extension Letters on May 17, 2012 and January 24, 2013; and

WHEREAS, the parties desire to further amend the Agreement, and

WHEREAS, the parties hereto mutually agree that this Amendment is in their best interest;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations herein, the parties agree to amend that certain Agreement dated March 17, 2011, as follows:

1. The recitals set forth above are true and correct and are deemed incorporated herein.
2. This Amendment extends the term of this Agreement. The Agreement is amended to read as follows:

The AGENCY agrees to complete the Project on or before June 6, 2013. If the AGENCY does not complete the Project within this time period, this Agreement will expire unless an extension of the time period is requested by the AGENCY and granted in writing by the Director of Transportation Development. Expiration of this Agreement will be considered termination of the Project and the procedure established in Section 9.00 of this Agreement shall be initiated.

3. The Safety Skill Teach position shown in **Exhibit B** of the Agreement, is hereby amended as follows:

Safety Skill Teacher (5 lessons) \$250.00/lesson

NOTE: No funds have been expended for the Safety Skill Teacher.

4. The Civil Engineer position shown in **Exhibit B** of the Agreement is being removed, due to the activities/responsibilities associated with said position being performed by volunteers. However, the funding associated with the position of Civil Engineer is to be reallocated as follows:

- a) The position of Civil Engineer is removed and the TEN THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$10,800.00) originally allocated to fund this position is reallocated to the position of Safety Coordinator I and the purchase of new reimbursable items, helmets. SIX THOUSAND EIGHT HUNDRED DOLLARS AND NO CENTS (\$6,800.00) is being reallocated to the position of Safety Coordinator I and FOUR THOUSAND DOLLARS AND NO CENTS (\$4,000.00) is being reallocated to purchase new helmets.
- b) In order to continue teaching the Safe biking class to the students, the AGENCY is requesting new deliverable/reimbursable items, helmets. 480 helmets @ \$8.00, not to exceed \$8.00 per helmet = \$3,840.00.

5. The following items in **Exhibit B** of the Agreement are amended as follows:

- a) Item r): bicycle bells, lights, locks & reflectors, of **Exhibit B**, were never purchased by the AGENCY. Therefore; the AGENCY requests that said items be removed and the funding, in the amount of ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) be reallocated to purchase new deliverable items, jump ropes. 150 jump ropes @ \$5.00, not to exceed \$5.00 per rope = \$750.00.
- b) Item s): Tennis shoes/shirts, of **Exhibit B**, are no longer needed. However, TWO THOUSAND DOLLARS AND NO CENTS (\$2,000.00) of the THREE THOUSAND DOLLARS AND NO CENTS (\$3,000.00) allocated for tennis shoes/shirts have been expended. The AGENCY requests that the remaining ONE THOUSAND DOLLARS AND NO CENTS (\$1,000.00) be reallocated to purchase new deliverable/reimbursable items, exercise bands. 150 bands @ \$4.00, not to exceed \$4.00 per band = \$600.00. The exercise bands are needed for physical fitness training.

All provisions, covenants, terms and conditions of the Agreement between the parties theretofore entered into on March 17, 2011, as originally set forth therein, which are not hereby expressly amended or modified and not in conflict with the terms hereof, are hereby ratified and confirmed and shall remain the same and be unaffected by these presents.

IN WITNESS WHEREOF, this AMENDMENT to be executed by the parties below for the purposes specified herein. Authorization has been give to enter into and execute this Amendment by Resolution No. \_\_\_\_\_, hereto attached.

THE SCHOOL BOARD OF  
PALM BEACH COUNTY, FLORIDA

STATE OF FLORIDA  
DEPARTMENT OF TRANSPORTATION

BY: \_\_\_\_\_  
NAME: \_\_\_\_\_  
TITLE: CHAIR  
\_\_\_\_\_ day of \_\_\_\_\_, 20\_\_

BY: \_\_\_\_\_  
GERRY O'REILLY, P.E.  
DIRECTOR OF TRANSPORTATION DEVELOPMENT

ATTEST:

LEGAL REVIEW:

\_\_\_\_\_  
SUPERINTENDENT OF SCHOOLS

BY: \_\_\_\_\_  
OFFICE OF THE GENERAL COUNSEL

APPROVED AS TO FORM AND LEGAL CONTENT:

BY: Blain Lewis 4/8/13  
SCHOOL BOARD ATTORNEY