

Checklist for an Outside Party's Contract

Contract:

- Yes No Is there an option to have FCCJ develop our own contract using one of our standard contracts versus using an outside party's prepared contract?
- Yes No Can FCCJ insert (add, amend) its standard provisions into the contract? (If no, approval will be significantly less likely.)
- Yes No Does the contract use "Florida Community College at Jacksonville" as the contracting party in the preamble and the signature block?
- Yes No Does the contract use the legal name of the other party in the preamble and the signature block?
- Yes No Does the contract clearly identify its purpose, the parties, and the term?
- Is there a clearly written and well-defined description of service that answers who, what, when, where, and how?
 - Does it include each party's duties and responsibilities, scheduling information, and clear and specific pricing?
 - Are the dates and times of instruction, services, and activities specific; if not, does the contract state that the dates will be mutually agreed upon by the parties?
 - Is the location of the training specific – room number, building, address; if not, does the contract state that the dates will be mutually agreed upon by FCCJ and the other party?
- Yes No Are financial terms fair and clearly described?
- Is the price clearly stated and understandable – per student, per instructional hour, total, etc.?
 - Is there an address to which invoices are to be sent?
 - Is it clear when invoices are to be sent and how long the other party has to pay?
 - If there are backup documentation requirements for payment, are they acceptable?
 - Is there a specific FCCJ address to which payments should be sent (preferred; alternatively, could be on the invoice)?
- Yes No Is the term of the contract consistent with dates of service or instruction?

- Yes No If the contract is opened-ended or for an indefinite period, does the contract contain a termination clause that is acceptable to you? (Additionally, if the contract exceeds the college's fiscal year end (June 30) it should include language that continuation beyond any fiscal year end is subject to continued adequate State of Florida appropriations.)
- Yes No Is an authorized agent for the other party identified, with address and other contact information, for receiving official notices?
- Yes No Is the rights to material language or copyright language, if any, acceptable and in the best interests of FCCJ?
- Yes No Is FCCJ's signature requirement in compliance with the District Board Rule on signature authority?
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General provisions*:

- Yes No Is the contract free of the college holding others harmless or indemnity clauses?***
- Yes No Is the contract free of the college having to provide liability insurance coverage?
- Yes No Are the governing laws the Laws of the State of Florida (preferred) or is contract silent on this issue? (See preferred language below)
- Yes No If the contract has a jurisdiction clause, is the venue Jacksonville, Florida?
- Yes No Is the contract free of any "waivers" or "releases"?
- Yes No Is the contract free of liquidated damages provisions?
- Yes No Is the contract free of jury waiver, arbitration, or mediation provisions?
- Yes No Is the contract free of any provisions that would require transferring fees; for example, a clause wherein the prevailing party would pay the other party's attorney fees?
- Yes No Is the contract free of any "incorporation by reference" provisions? If not, have they provided the incorporated documents with the contract?

Yes No If the contract contains an integration or “entire agreement” provision, is it consistent with your objectives and negotiations?

Yes No If the contract contains a termination for convenience provision, is it reciprocal and acceptable to your program?

* In most cases, when using an outside party’s contract, these provisions are not in the interest of FCCJ.

** FCCJ is prohibited by law from indemnifying others for their actions.

After it is signed, answer the following questions.

Yes No Are all signatures dated?

Yes No Are all changes to the signed original contract initialed by the signatories of both parties?

Yes No No white out has been used on contract?

Preferred Contract Clauses

State of Florida Political Subdivision

The parties hereto acknowledge and agree that the College (“FCCJ”) is a political subdivision of the State of Florida. As such, the College’s performance under this Agreement and any amendments hereto or attachments connected herewith, shall at all times be subject to any and all state laws, state regulations and District Board of Trustee Rules which are applicable to the College’s operations, commitments and/or activities in furtherance of any terms specified herein.

Public Records Access

As you are aware the College is a political subdivision of the State of Florida, as such all of our agreements are subject to the applicable provisions of Florida Statutes regarding public access without cost to the college or state auditor general’s office and other issues.

Governing Law/State of Florida Law

This Contract is executed and entered into in the State of Florida, and shall be construed, performed and enforced in all respects in accordance with the Florida law including Florida provisions for conflict of law.

Termination

Either party shall have the right to terminate this Contract with or without cause upon thirty (30) days prior written notification to the other party. Provided however, no cancellation shall interrupt or interfere with classes already begun during the term such notice is given.

Note – the termination provision may be modified to other than 30 days if it is in the best interests of FCCJ.