

Business, Operations, Finance and Construction
Ofelia San Pedro, Deputy Superintendent

**SUBJECT: APPROVAL OF CONTRACTUAL-SERVICES AGREEMENT
BETWEEN THE SCHOOL BOARD OF MIAMI-DADE COUNTY,
FLORIDA, AND SCHOOL BUS ADVERTISING/D.B.A. SCHOOL
BUS MEDIA**

COMMITTEE: BUSINESS AND FINANCIAL SERVICES

At the School Board meeting of March 14, 2001, the Board directed the Superintendent to conduct a feasibility study concerning the placement of public-service announcements on the interior of school buses. On August 22, 2001, the Board authorized the Superintendent to determine the feasibility of placing commercial advertisements on the interior of school buses. A Request For Proposals was issued, with no successful respondents.

After contacting several potential vendors, analyzing various advertising contracts throughout the country, reviewing the social and educational effects of such advertising on students, and noting several constitutional implications, a Board workshop was held on November 14, 2003. At that time, the Board Chair directed the Board Attorney to review the Putnam County Public Schools bus-advertising contract, with specific emphasis on additional legal and contractual concerns.

On May 19, 2004, the Board approved the concept of advertising on the interior of school buses owned and operated by Miami-Dade County Public Schools. The Board also authorized the negotiation of a Miami-Dade County School Board contract for same, based upon the information derived from previous meetings, workshops, et al, and provide all terms in a legal document to be reviewed by the School Board Attorney and brought back to the Board for approval.

Final approval for all display content will remain with the Board, through a committee appointed by the Superintendent. The process by which the committee will approve proposed advertisements will be created and distributed separately and submitted through the Superintendent for Board rule-making proceedings.

The attachment (Attachment A) to this agenda item reflects the proposed Agreement, which is intended to generate funds to the District, based upon a percentage of revenue experienced by the vendor. School Bus Media has projected the District's revenue to average nearly \$1.1 million per year for the first five years (See Attachment B). The five-year revenue projection submitted by School Bus Advertising/d.b.a. School Bus Media, reflects a projected revenue of \$370,755, for the first year of the Agreement, increasing to \$1,742,844 during the fifth year of the initial term. It is anticipated that the total revenues to the District for the initial five-year period are estimated at \$5,674,208.

RECOMMENDED: That The School Board of Miami-Dade County, Florida:

1. Approve the contractual-services Agreement with School Bus Advertising/d.b.a. School Bus Media to generate revenue to the District based upon advertising on the interior of Miami-Dade County Public Schools buses, at no cost to the Board; and
2. Authorize the Superintendent to initiate rule-making proceedings, which will establish the procedures for approving all advertising materials, advertisement content and manner of presentation of displays, prior to installation on the interior of Miami-Dade County Public Schools buses.

OSP/bj

**SERVICES AGREEMENT
FOR
ADVERTISING ON THE INTERIOR OF MIAMI-DADE COUNTY PUBLIC
SCHOOL BUSES**

This Agreement is made and entered into on the _____ day of _____, 2004, by and between The School Board Miami-Dade County, Florida, a body corporate and politic, with a place of business at 1450 Northeast 2nd Avenue, Miami, Florida 33132, (the "BOARD") and School Bus Advertising, Inc. d/b/a/ School Bus Media, a Florida corporation, with a principal place of business at 6400 South Dixie Highway, Miami, Florida 33143 ("CONTRACTOR").

WHEREAS, the BOARD has been requested and desires to provide public service announcements and commercial messages, within the interior of school buses; and

WHEREAS, CONTRACTOR is in the business of designing, installing and maintaining public service announcements and commercial messages for placement in school buses;

NOW THEREFORE, in consideration of the mutual terms, conditions, promises, covenants and payments hereinafter set forth, the BOARD and CONTRACTOR agree as follows:

**ARTICLE I
DEFINITIONS AND IDENTIFICATIONS**

- 1.1 **Buses** – shall mean all of the BOARD owned bus fleet now in service or hereafter acquired.
- 1.2 **Contract Administrator** – shall mean the BOARD's Assistant Superintendent, Procurement Management Services or his/her designee.
- 1.3 **Displays** – shall mean public service announcements and commercial messages to be placed only within the interior of Buses, subject to BOARD approval as provided in paragraph 8.1 and installed and maintained in accordance with Exhibit A, attached and incorporated into this Agreement by reference.
- 1.4 **Option Period(s)** – shall mean the two optional three (3) year renewal periods as set forth in paragraph 3.2 of this Agreement.

ATTACHMENT A

- 1.5 **Percentage Revenue Payment** – shall mean a quarterly payment to the Board equal to (i) twenty five percent (25%) in years one, two and three of the Initial Term as defined in paragraph 3.1; (ii) twenty six percent (26%) in year four of the Initial Term; and (iii) twenty seven percent (27%) in year five of the Initial Term and any Option Period(s) of gross revenues billed and payable to CONTRACTOR, less any broker fees, for the duration of this Agreement.
- 1.6 **Project** – shall mean the scope of services described in paragraph 2.2.
- 1.7 **Prototype Payment** – shall mean a quarterly payment to the Board equal to 1% of gross revenues billed and payable to CONTRACTOR, less any broker fees, for advertising placed inside school Buses by CONTRACTOR, for all school buses operated within the United States outside Miami-Dade County, Florida, effective January 1, 2005, for the duration of this Agreement. The Prototype Payment recognizes the fact that this is a prototype project by the Miami-Dade County Public Schools.
- 1.8 **Time For Performance** – shall mean the date upon which the first Display is installed in the interior of a Bus or January 1, 2005, whichever is sooner. The parties shall stipulate as to the date upon which the first Display is installed.

ARTICLE II GRANT OF RIGHT AND SCOPE OF SERVICES

- 2.1 **Grant.** The BOARD hereby grants to the CONTRACTOR, for the term hereinafter described in Article III, the exclusive right to install, repair and maintain Displays in the interior of the Buses. All advertisers and all content of all displays shall be subject to BOARD approval.
- 2.2 **Scope.** CONTRACTOR shall install, repair, maintain, and remove the Displays (collectively “Work”). CONTRACTOR shall perform all Work at no cost to the BOARD, subject to the requirements set forth in Exhibit A. The CONTRACTOR shall be responsible for any and all costs associated with the implementation of this Project, including, without limitation, all costs for security provided to facilities where Displays will be installed and maintained, as agreed to by the CONTRACTOR and the BOARD.
- 2.3 **Changes in Scope.** Any change to the Scope of Services or modifications shall be made by means of an amendment to this Agreement. No modifications to this Agreement shall be binding on either party unless made in writing and signed by the parties.

**ARTICLE III
TERM AND TIME OF PERFORMANCE**

- 3.1 Initial Term. The Initial Term of the Agreement shall be for five (5) years, measured from the commencement of the Time for Performance.
- 3.2 Option Period. This Agreement may be extended for two additional three (3) year periods ("Option Period"), at the sole option of the BOARD. The BOARD, if considering an extension, shall inform the CONTRACTOR, in writing, no earlier than nine (9) months prior to the expiration of the Initial Term of this Agreement, or the First Three (3) Year Option Period. Upon notification by the BOARD of its intent to extend, the CONTRACTOR shall respond by delivering a written acceptance of extension to the Contract Administrator by the date specified in the notice. If the CONTRACTOR fails to notify the Contract Administrator within the prescribed time period, the Agreement will expire at the expiration of the then current term. The Agreement, if extended, shall be upon the same terms and conditions as the Initial Term.
- 3.3 Time. Time shall be deemed to be of the essence in performing the duties, obligations and responsibilities required by this Agreement.

**ARTICLE IV
COMPENSATION**

- 4.1 Compensation. In consideration of the BOARD granting CONTRACTOR the right, to place Displays on Buses, CONTRACTOR agrees to pay the BOARD, without notice or demand, a Percentage Revenue Payment and Prototype Payment, as provided in Article I paragraph 1.5 and 1.7, within fifteen days after the end of each calendar quarter (December 31, March 31, June 30, September 30 "Calendar Quarter") this Agreement is in effect, commencing at the end of the first full Calendar Quarter, following the effective date of this Agreement. Subsequent Percentage Revenue Payments and Prototype Payments will be payable fifteen days after the end of each Calendar Quarter thereafter.
- 4.2 Effect of Collection. CONTRACTOR shall at all times be responsible for, and shall use its best efforts to, collect from advertisers, all money or other compensation paid, or agreed upon, for use of the Displays. The amounts owed the BOARD, as the Percentage Revenue Payment and Prototype Payments, shall be due at the end of each Calendar Quarter, as stated in Article IV, Section 4.1. If the CONTRACTOR is unable to collect any revenues billed, the CONTRACTOR **shall** pay Percentage Revenue Payments and Prototype Payments within two (2) Calendar Quarters from billing date.

- 4.3 Payments. All payments shall be made without demand and in bank draft, cashier's check, or by wire transfer, made payable to The School Board of Miami-Dade County, Florida, at the address first written above.
- 4.4 Reporting. Within thirty (30) days after the end of each quarter, CONTRACTOR shall provide the BOARD with a report detailing gross revenues and collections for the preceding quarter, itemized by month, as well as for the year-to-date. At the same time CONTRACTOR shall also report each advertising account name, the billing period, the gross billings, the net billings, the amount collected, the amount owed, and advertising expiration dates. The report shall be itemized to reflect revenues under this Project, with a separate report to indicate national billings itemized by School District. Advertising contracts for reduced fee and free (donated) services to non-profit, tax-exempt organizations shall be similarly detailed in each report. CONTRACTOR shall provide such further reports and allow access to such documents as requested by the BOARD's auditors, as provided in paragraph 9.3.

ARTICLE V INDEMNIFICATION

- 5.1 Indemnification. CONTRACTOR agrees to hold harmless, indemnify and defend the indemnitees (as hereinafter defined) against any claim, debt, dues, action and causes of action, loss, damage, injury, liability, including but not limited to, attorney's fees and court costs for personal and bodily injury, including death, or damage to tangible property arising out of or incidental to the performance of this Agreement (including goods and services provided thereto) by or on behalf of CONTRACTOR. The following shall be deemed to be indemnitees: The School Board of Miami-Dade County Florida, its members, officers and employees and agents. The CONTRACTOR shall also defend and indemnify the BOARD from any costs associated with defending litigation arising from freedom of speech, public forum, or other constitutional suits in connection with content of advertisements, public service announcements or acceptance or rejection of proposed advertisements or public service announcements to be placed on school buses.
- 5.2 Litigation. If any administrative proceeding or litigation is commenced to enforce or interpret any provision of this Agreement or to seek a declaration of rights of a party under this Agreement (whether by suit for declaratory judgment or otherwise), or as a result of any breach of this Agreement, the prevailing party will be entitled to recover from the other party all of its fees, costs and expenses incurred in connection with such proceeding or litigation (including any appeals and appellate proceedings), including without limitation reasonable attorney's fees, as provided in paragraph 9.16.

ARTICLE VI INSURANCE

6.1 At all times during the Initial Term and Option Period, the CONTRACTOR shall, at its sole cost and expense, procure and maintain in full force and effect, with insurance carriers duly authorized to do business in the state of Florida, with a general Best's rating of "B+" or better and a financial size category of "IV" or better according to the A.M. Best Rating Guide and acceptable to the Board, the following types of insurance:

A. Commercial General Liability Insurance

Except as otherwise provided, the Commercial General Liability Insurance provided by the CONTRACTOR shall conform to the requirements hereinafter set forth:

- (1) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability (including but not by way of limitation, coverage for operations, products/completed operations, independent contractors, and liability contractually assumed) which would be covered by the latest occurrence form edition of the standard Commercial General Liability Coverage Form (ISO Form CG 00 01), as filed for use in the State of Florida by the Insurance Services Office.
- (2) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million combined single limit.
- (3) Except with respect to coverage for Property Damage Liability, the Commercial General Liability coverage shall apply on a first dollar basis without any application of a deductible or a self-insured retention. The coverage for Property Damage Liability shall be subject to a maximum deductible of \$1,000 per occurrence.
- (4) The CONTRACTOR shall include the School Board and its members, officers and employees as "additional insured" on the required Commercial General Liability Insurance. The coverage afforded such Additional Insured shall be no more restrictive than that which would be afforded by adding the Board as Additional Insured using the latest Additional Insured Owners, Lessees or Contractors (Form B) Endorsement (ISO Form CG 20 10). The Certificate of Insurance shall be clearly marked to reflect "The School Board of Miami-Dade-County, Florida, its members, officers, employees and agents as additional insured."

B. Automobile Liability Insurance

The Automobile Liability Insurance shall conform to the following requirements:

- (1) The CONTRACTOR's insurance shall cover the CONTRACTOR for those sources of liability which would be covered by Section II of the latest occurrence edition of the standard Business Auto Policy (ISO Form CA 00 01), including coverage for liability contractually assumed, as filed for use in the state of Florida by the Insurance Services Office.
- (2) Coverage shall be included on all owned, non-owned and hired autos used in connection with his agreement.
- (3) The minimum limits to be maintained by the CONTRACTOR (inclusive of any amounts provided by an umbrella or excess policy) shall be \$1 million combined single limit.

C. Workers' Compensation/Employers' Liability

The Workers' Compensation/Employers' Liability Insurance provided by the CONTRACTOR shall conform to the following requirements:

- (1) The CONTRACTOR's insurance shall cover the CONTRACTOR (and to the extent its sub-contractors and sub-subcontractors are not otherwise insured), for those sources of liability which would be covered by the latest edition of the standard Workers' Compensation Policy, as filed for use in Florida by the National Council on Compensation Insurance, without restrictive endorsements. In addition to coverage for the Florida Workers' Compensation Act, where appropriate, coverage is to be included for the Federal Employer's Liability Act and any other applicable federal or state law.
- (2) Subject to the restrictions found in the standard Workers' Compensation Policy, there shall be no maximum limit on the amount of coverage for liability imposed by the Florida Workers' Compensation Act or any other coverage customarily insured under Part One of the standard Workers' Compensation Policy. The minimum amount of coverage for those coverages customarily insured under Part Two of the standard Workers' Compensation Policy shall be: EL Each Accident: \$500,000; EL Disease-Policy Limit: \$500,000; EL Disease- Each Employee: \$500,000.

By appropriate rider or endorsements to such policies, the Board shall be included as an additional insured under such policies, which endorsements or riders shall further provide that coverages thereunder shall be primary without right of contribution of any insurance carried by the Board. Prior to commencement of services hereunder, the

CONTRACTOR shall provide to Board's Office of Risk and Benefits Management copies of the riders or endorsement described above.

Each insurance policy evidencing the insurance required hereunder shall bear the appropriate endorsements whereby the insurance carrier waives any rights of subrogation acquired against the Board and the students by reason of any payment under such policy and shall provide that such insurance carriers shall notify the Board in writing at least (30) days prior to any cancellation, termination, non-renewal or modification to the CONTRACTOR's policy(ies) required under this Agreement.

Upon the execution of this Agreement, the CONTRACTOR shall furnish to the Board's Office of Risk and Benefits Management with Certificates of Insurance evidencing the CONTRACTOR's insurance coverage is consistent with the terms of the Agreement. The CONTRACTOR shall also provide copies of the policies to the Board. The CONTRACTOR shall also provide the Board with renewal or replacement Certificates of Insurance no less than (30) days prior to cancellation, termination or modification. The CONTRACTOR shall be in material breach of this Agreement if the CONTRACTOR fails to obtain replacement insurance coverage prior to the date in which coverage is terminated or expires. In this event the Board may terminate this Agreement without further liability to the CONTRACTOR. Additionally the CONTRACTOR shall be liable to the Board for any and all damages incurred due to the CONTRACTOR's failure to perform the Agreement terms.

ARTICLE VII TERMINATION

- 7.1 Monetary Default. The BOARD may terminate this Agreement, if a monetary default has not been cured by the CONTRACTOR within thirty (30) days after receipt of written notice from the BOARD.
- 7.2 Non-Monetary Default. The BOARD may terminate this Agreement, if a non-monetary default including, but not limited to, failure to comply with any term, condition, covenant, or obligation of the CONTRACTOR under this Agreement, has not been cured by the CONTRACTOR within thirty (30) days after receipt of written notice from the BOARD. An extension of time to cure a default may be granted in writing by the BOARD.
- 7.3 Termination at Will. The BOARD has the right to terminate this Agreement at any time, upon a determination by the BOARD that such termination would be in the best interest of the BOARD.
- 7.4 Termination for Health, Safety and Welfare. This Agreement may be terminated by the BOARD upon such notice, as the BOARD deems appropriate under the circumstances, in the event the BOARD determines, in its sole discretion, that termination is necessary to protect the public health, safety, or welfare.

- 7.5 Termination For Insolvency. The BOARD shall have the right to terminate this Agreement in the event the CONTRACTOR becomes insolvent or files for bankruptcy, makes a general assignment for the benefit of creditors, or if there is filed by or against the CONTRACTOR, a voluntary or involuntary petition in bankruptcy or for the appointment of a receiver, or if there commence proceedings under any law relating to bankruptcy, insolvency, reorganization, or for the CONTRACTOR's relief from or for composition, extension, arrangement or adjustment of any of CONTRACTOR's obligations or if the CONTRACTOR dissolves itself, or assigns, sells or transfers this Agreement or any interest therein, or any portion thereof without the BOARD's prior written approval and consent as more specifically described herein. A sale or other transfer of a majority of the CONTRACTOR's stock or partnership shares (as applicable) is an assignment for the purposes of this section. Notwithstanding anything contained elsewhere herein, the CONTRACTOR shall have the right to make an assignment of its right to receive the proceeds under this Agreement, to a financial institution as collateral to secure the indebtedness of CONTRACTOR, subject to the BOARD's rights to receive compensation under Article IV, provided the assignee financial institution agrees not to involve the BOARD in any action or proceeding to collect a debt or otherwise effect the BOARD's rights under this Agreement.
- 7.6 Notice of Termination. Notice of termination shall be provided in accordance with the procedure contained in paragraph 9.7 of this Agreement, except that notice of termination by the BOARD which the BOARD deems necessary to protect the public health, safety, or welfare may be verbal notice which shall be promptly confirmed in writing.
- 7.7 Display Removal Upon Termination. Upon expiration or termination of this Agreement, CONTRACTOR shall retain ownership of all Displays and shall at no cost to the BOARD remove same, within 30 days of expiration or termination of this Agreement. If CONTRACTOR fails to remove Displays, the BOARD shall have the right, but not the obligation, to remove the Displays at the CONTRACTOR's expense. CONTRACTOR shall repair any damage to Buses resulting from any removal of Displays, at CONTRACTOR's sole cost and expense and pursuant to a schedule provided by the BOARD's Department of Transportation.

ARTICLE VIII DISPLAYS

- 8.1 Display Content. Display content, including but not limited to subject matter wording, colors, graphics, symbols, logos and titles, will only be approved by the BOARD. Approval by the BOARD will be made through a committee appointed by the Superintendent. The process by which the committee will approve the proposed advertising shall be determined by the BOARD upon recommendation

of the Superintendent of Schools in accordance with rule-making proceedings required by applicable law. Any denial of approval by the committee shall not constitute a default under this Agreement.

- 8.2 Display Approvals. The BOARD reserves the right not to permit any Display within a school bus that is not received and approved in accordance with the BOARD's policies and procedures. The Board's exercise of its rights under this paragraph shall not constitute a default under this Agreement.

ARTICLE IX MISCELLANEOUS

- 9.1 Ownership of Documents. Any and all proprietary reports, photographs, surveys, and other data and documents, as determined by CONTRACTOR, provided or created in connection with this Agreement are and shall remain the property of the CONTRACTOR. In the event of termination of this Agreement, any reports, photographs, surveys, and other data and documents, marked or otherwise indicated to be proprietary, prepared and delivered to the BOARD by the CONTRACTOR, whether finished or unfinished, shall be the property of the CONTRACTOR and shall be returned upon request to the CONTRACTOR within seven (7) days of termination of this Agreement by either party. The BOARD shall return to CONTRACTOR only the aforementioned proprietary reports, photographs, surveys, and other data and documents that it actually possesses. The BOARD is under no obligation to locate reports, photographs, surveys, and other data and documents related to this Agreement that it may have possessed at one time but no longer possesses.
- 9.2 Photographs. No photographs of Miami-Dade County Public Schools students or personnel may be taken without approval by the Miami-Dade County Public Schools District or the affected personnel and parental consent in the case of a student.
- 9.3 Audit Right And Retention of Records. The BOARD shall have the right to audit the books, records, and accounts of CONTRACTOR that are related to this Project. CONTRACTOR shall keep such books, records and accounts as may be necessary in a manner sufficient to record complete and correct entries related to the Project. CONTRACTOR shall preserve and make available at reasonable times for examination and audit by the BOARD, all financial records, supporting documents, statistical records, and any other documents pertinent to this Agreement, during the Agreement and for three years after termination of this Agreement.
- 9.4 Titles. Title and paragraph headings are for convenient reference and are not a part of this Agreement.

- 9.5 Independent Contractor. CONTRACTOR is an independent contractor under this Agreement. Services provided by CONTRACTOR pursuant to this Agreement shall be subject to the supervision of CONTRACTOR. In providing such services, neither CONTRACTOR nor its agents shall act as officers, employee, or agents of the BOARD. This Agreement shall not constitute or make the parties a partnership or joint venture and CONTRACTOR at all times shall be and remain independent of the BOARD.
- 9.6 Third Party Beneficiaries. Neither CONTRACTOR nor the BOARD intends to directly or substantially benefit a third party by this Agreement. The parties expressly acknowledge that it is not their intent to create any rights or obligations in any third person or entity under this Agreement.
- 9.7 Notices. All notices or other communications required under this Agreement shall be in writing and shall be given by hand-delivery or by registered or certified U.S. Mail, return receipt requested, or by electronic mail with receipt confirmation, to the other party at the addresses listed below or as may be provided from time to time by either party. Notice shall be deemed given on the day on which personally delivered.

For the BOARD:

The School Board of Miami-Dade County, Florida
Attention: Assistant Superintendent, Procurement Management
Services
1450 N.E. Second Avenue, Room 352
Miami, Florida 33132

With Copy to:

The School Board of Miami-Dade County, Florida
Attention: Administrative Director, Department of Transportation
15401 S.W. 117th Avenue
Miami, Florida 33177

For CONTRACTOR

School Bus Media
6400 South Dixie Highway
Miami, Florida 33143

With Copy to:

THE KNOX FIRM
150 SE 2nd Avenue Suite 902
Miami, Florida 33131

- 9.8 Assignment. Neither this Agreement nor any interest herein shall be assigned, transferred or encumbered by the CONTRACTOR except as provided in paragraph 7.5 or unless upon written consent of the BOARD, such an assignment is to a successor entity that is a financial reconstitution of the CONTRACTOR and the assignee agrees to comply with the terms and conditions of this Agreement.
- 9.9 Nondiscrimination. CONTRACTOR represents and warrants to the BOARD that the CONTRACTOR does not and will not engage in discriminatory practices and that there shall be no discrimination in connection with CONTRACTOR's performance under this Agreement on account of race, color, sex, religion, age, handicap, marital status or national origin. CONTRACTOR further covenants that no otherwise qualified individual shall, solely by reason of his/her race color, sex, religion, age, handicap, marital status or national origin, be excluded from participation in, be denied services, or be subject to discrimination under any provision of this Agreement.
- 9.10 Compliance With Laws. CONTRACTOR shall comply with all federal, state, and local laws, codes, ordinances, rules, and regulations in performing its duties, responsibilities and obligations pursuant to this Agreement.
- 9.11 Severance. In the event a portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be in full force and effect.
- 9.12 Applicable Law and Venue. This Agreement shall be governed and construed under the laws of the State of Florida. Any action involving the enforcement or interpretation of any rights hereunder shall be submitted to the jurisdiction of the state courts of the Eleventh Judicial Circuit in and for Miami-Dade County, Florida. By entering into this Agreement CONTRACTOR and the BOARD hereby expressly waive any right either party may have to a trial by jury of any civil litigation between them related to, or arising out of, this Agreement.
- 9.13 Amendments. No modification, amendment, or alteration in the terms and conditions contained herein shall be effective unless in writing and executed by both parties.
- 9.14 Prior Agreement. This document is the entire agreement of the parties and incorporates and includes all prior negotiations, correspondence, conversations, agreements and understandings applicable to the matters contained herein. No other agreement or representation, outside of this Agreement has been made.
- 9.15 Multiple Originals. This Agreement may be fully executed in four (4) copies by the parties, each of which, bearing original signatures, shall have the force and effect of an original document.

9.16 Attorney's Fees and Costs. In any action brought to enforce or interpret any provision of this Agreement, including, but not limited to, administrative, trial court, and appellate proceedings, the prevailing party will be entitled to recover all fees, costs and expenses from the other party.

9.17 Waiver. The waiver by either party of a breach of any provision of this Agreement by the other party will not operate or be construed as a waiver of any subsequent breach.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the date first written above.

Witness:

**The School Board of Miami-Dade
County, Florida**

By: _____

By: _____
Dr. Rudolph F. Crew
Superintendent of Schools

Witness:

**School Bus Advertising, Inc., a Florida
Corporation**

By: _____

By: _____
George F. Knox
President

APPROVED AS TO FORM:

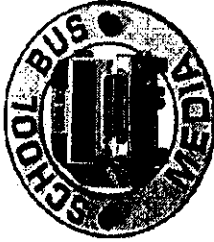
School Board Attorney

Exhibit A

Installation, Safety, and Maintenance of Displays

The installation of Displays in any manner connected with the Buses shall be subject to prior written approval by the BOARD as provided in the Agreement and shall conform to the following requirements:

1. A Display shall be a Bus-Cal®, which is a non-permanent, self-adhesive, vinyl material.
2. A Display shall not interfere with the ingress or egress of passengers through normal and emergency entrances and exits of the Bus.
3. A Display shall not interfere with the function of any safety signs or signals, and shall not interfere with the safe operation of the Bus.
4. A Display shall comply with all requirements of the Florida Statutes and the Americans with Disabilities Act (ADA), for pathway clearances and maneuverability, and with any other applicable statutes for bus specifications.
5. All Displays and other component(s) shall be inspected daily and shall be maintained in a neat and clean condition and in good repair at all times. Maintenance and service of these displays and component(s) shall be performed and completed in a fashion that will not interfere with the regular scheduled operation of the school bus. Upon request of the BOARD, Contractor shall repair or replace signs, which have been damaged or vandalized on a daily basis including evenings and Saturdays, so long as access is provided.
6. Each bus and site shall be cleaned up immediately upon completion of work on the bus or at the site. All scraps, debris, excess materials, packing materials, and any other kind of trash or surplus material shall be picked up and hauled away, leaving the site neat, clean, and ready for use all at CONTRACTOR's sole cost and expense.



Miami-Dade County School District Revenues
Five Year Projections
Based on 1,400 Buses & Six Paid Bus-Cals Per Bus

	2005 @ 25%	2006 @ 25%	2007 @ 25 %	2008 @ 26%	2009 @ 27%
January	\$17,325.00	\$68,250.00	\$110,250.00	\$131,040.00	\$160,007.40
February	\$20,790.00	\$70,980.00	\$114,975.00	\$136,281.60	\$165,790.80
March	\$23,100.00	\$75,075.00	\$118,125.00	\$139,776.00	\$167,718.60
April	\$26,565.00	\$79,170.00	\$121,275.00	\$148,512.00	\$171,574.20
May	\$28,875.00	\$81,900.00	\$126,000.00	\$150,259.20	\$173,502.00
June	\$17,325.00	\$27,300.00	\$39,375.00	\$48,921.60	\$54,432.00
July	\$17,325.00	\$27,300.00	\$39,375.00	\$48,921.60	\$54,432.00
August	\$17,325.00	\$27,300.00	\$39,375.00	\$48,921.60	\$54,432.00
September	\$46,200.00	\$88,725.00	\$126,000.00	\$155,500.80	\$183,708.00
October	\$40,425.00	\$88,725.00	\$133,875.00	\$158,995.20	\$185,749.20
November	\$57,750.00	\$95,550.00	\$137,025.00	\$162,489.60	\$185,749.20
December	\$57,750.00	\$95,550.00	\$137,025.00	\$162,489.60	\$185,749.20
Annual Totals	\$370,755.00	\$825,825.00	\$1,242,675.00	\$1,492,108.80	\$1,742,844.60

Five Year Total \$5,674,208.40

Five Year Average \$1,134,841.68