

**INTERLOCAL AGREEMENT BETWEEN**  
**SARASOTA COUNTY AND THE SARASOTA COUNTY SCHOOL BOARD**

**THIS AGREEMENT** is entered into by and between Sarasota County, Florida, a political subdivision of the State of Florida (the "County") and the School Board of Sarasota County, Florida, a body corporate (the "School Board").

**WHEREAS**, the County and the School Board, hereinafter referred to collectively as "the Parties" are authorized to enter into interlocal agreements, pursuant to Chapter 163, Florida Statutes;

**WHEREAS**, the Parties are now experiencing revenue shortfalls due to the economic conditions in Florida and are seeking to build partnerships of shared services to capitalize on areas of expertise and maximize employee utilization; and

**WHEREAS**, the County is planning to initiate and execute infrastructure projects within the constraints of reduced construction planning and management staffing and the School Board employs procurement, construction planning, and project management staff with the necessary experience and background in infrastructure projects and the capacity to meet some of the County's needs; and

**WHEREAS**, the Parties desire to enter into an interlocal agreement providing for cooperation and sharing of personnel between the Parties' respective departments when a resource need is identified and resources to fill the need are available;

**NOW, THEREFORE**, in consideration of the mutual terms, conditions, promises and covenants hereinafter set forth, the County and School Board agree as follows:

1. **PURPOSE:** The purpose of this interlocal agreement is to establish a framework for engaging the services of employees of the School Board on a project by project basis to augment the design and construction project management staff of the County. School Board personnel will work as project managers and consultants under the direction and leadership of County program staff on various projects identified by the County.
2. **INITIATION OF WORK ASSIGNMENTS:**
  - a. The County will identify projects for collaboration with the School Board, and County Program and Operational management staff will contact the School Board Executive Director of Construction Management to jointly develop work assignments detailing the nature and scope of work to be performed by School Board personnel.
  - b. The School Board will provide the County a fee schedule for those school board staff identified to work on the County project that includes base salary at an hourly rate and the total cost per hour of all benefits and overhead charges. These two amounts will comprise the total hourly rate to be charged by the School Board for work performed under the specific work assignment.
  - c. Based on the work scope and fee schedule, the Parties will develop an estimated project timeline, and not to exceed project cost.

- d. The County will identify an Administrative Agent within Capital Management Services for each project.
- e. For projects where the not to exceed project cost is \$100,000, or less, the Administrative Agent shall approve the work assignment and review and approve invoices for services received.
- f. For projects where the not to exceed project cost is greater than \$100,000, Capital Management Services shall obtain a specific work authorization from the Board of County Commissioners, and the Administrative Agent shall approve invoices for services received.

**3. REIMBURSEMENTS**

- a. Payment to the School Board for staff services is to be based on the hourly rate of staff plus benefits/overhead labor costs as described in Section 2.
- b. The School Board shall invoice the County for hours worked on a monthly basis.
- c. The County Administrative Agent for the work assignment shall review and approve invoices and remit payment to the School Board in accordance with Sections 218.70 and 218.80 Florida Statutes, the Florida Prompt Payment Act.

**4. ENTIRETY AND AMENDMENT:** This Agreement embodies the entire agreement between the Parties and shall be amended or modified only by an instrument of equal formality executed by all the Parties.

**5. APPLICABLE LAW:** This Agreement and the provisions contained herein shall be construed, controlled and interpreted according to the laws of the State of Florida.

**6. ASSIGNMENT:** This Agreement shall be binding on the Parties, their representatives, successors, and assigns. No party shall assign this Agreement or the rights or obligation hereof to any other person or entity without the prior written consent of the other Party.

**7. THIRD PARTY BENEFICIARIES:** This Agreement is solely for the benefit of the Parties hereto, and no right or cause of action shall accrue upon or by reason thereof, to or for the benefit of any third party not a party hereto.

**8. DISPUTES:** Any disputes involving litigation between the Parties shall be subject to the provisions of Chapter 164, Florida Statutes.

**9. TERMINATION:** This Agreement may be terminated, without cause, by any party upon thirty (30) days prior written notice to the other Party.

**10. SEVERABILITY:** If any part of this Agreement is found invalid or unenforceable by any court, such invalidity or unenforceability shall not be deemed to affect the other parts of the Agreement, so long as the rights and responsibilities of the Parties are not materially prejudiced and the intentions of the Parties continue to be in effect.

11. **EXECUTION:** This Agreement shall be executed in duplicate, with each fully executed copy treated as an original.

12. **EFFECTIVE DATE:** This Agreement shall take effect upon the filing of the fully executed copies with the Clerk of the Circuit Court of Sarasota County and the School Board.

**IN WITNESS WHEREOF,** the parties hereto have caused this Agreement to be executed by their respective undersigned duly authorized officers as of the dates set forth below.

**ATTEST:**

**BOARD OF COUNTY COMMISSIONERS  
OF SARASOTA COUNTY, FLORIDA**

**KAREN E. RUSHING, Clerk of the  
Circuit Court and Ex-Officio Clerk  
of the Board of County Commissioners  
Of Sarasota County, Florida**

By: Paula Mintomas  
Deputy Clerk

By: Jon Thaxton  
Jon Thaxton, Chair  
VICE  
JOE BARBETTA

**APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY**

By: Kathleen Schneider  
for Stephen E. DeMarsh TRW  
Sarasota County Attorney

**SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA**

By: \_\_\_\_\_  
Caroline Zucker, Chair

Date: \_\_\_\_\_

**APPROVED FOR LEGAL CONTENT**

By: \_\_\_\_\_  
Matthews, Eastmoore, Hardy, Crauwels & Garcia,  
Attorneys for The School Board of Sarasota, Florida

Date: \_\_\_\_\_