

AGREEMENT FOR SERVICES

THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA
AND
SARASOTA COUNTY, FLORIDA

This Agreement is entered into this _____ day of _____, 2009, effective as of October 1, 2009, between THE SCHOOL BOARD OF SARASOTA COUNTY, FLORIDA, a body corporate under the laws of the State of Florida, hereinafter referred to as "School Board" and SARASOTA COUNTY, FLORIDA, a political subdivision of the State of Florida, hereinafter referred to as "County".

WHEREAS, the County has the ability to share project management services to assist the School Board with needed technology projects; and

WHEREAS, Robert Farley consents to providing project management services to the School Board; and

WHEREAS, these shared services benefit the taxpayers of Sarasota County; and

WHEREAS, County and the School Board have previously entered into an agreement (#2006-326), referred to as the "Agreement" providing for the sharing of information technology administrative services of Robert Farley, referred to as "Farley" through September 30, 2009; and

WHEREAS, the parties wish to continue to share Farley's services;

NOW THEREFORE, in consideration of the premises and mutual benefits flowing from this Agreement the parties do hereby agree as follows:

1. Farley is an employee of the County who will provide project management services to both the County and the School Board. While working with the School Board, Farley will be under the supervision of the Superintendent of Schools or her designee. Project objectives will be set between Farley and the Superintendent of Schools. The performance and contributions of Farley will be measured based on hours spent for each project and deliverables achieved. While working with the School Board, Farley's duties will include project management related services. In the event payments from Farley's cost center must be made to the County, such payments must be approved by Farley's supervisor.

2. The County will remain responsible to Farley for all compensation and benefits due to him as a County employee. The School Board will reimburse the County the sum of \$104.73 per hour for Farley's services. The School Board will remit payment to the County for Farley's services on a monthly basis. These monthly payments shall be due by the 15th day of the following month.

3. To the extent permitted by law, the School Board hereby agrees to hold harmless, indemnify, and defend the County, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the County, its agents, or employees, in their official or individual capacity by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with Farley providing services to the School Board under this Agreement. To the extent permitted by law, the County hereby agrees to hold harmless, indemnify, and defend the School Board, its agents, servants, or employees in their official and individual capacity from any demand, claim, suit, loss, cost, expense or damage which may be asserted, claimed or recovered against or from the School Board, its agents, or employees, in their official or individual capacity by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with Farley providing services to the County under this Agreement. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives, and assigns and cannot be waived or varied. Nothing in this Agreement is intended to waive sovereign immunity or the provisions of Section 768.28, Florida Statutes, as to either party.

4. This Agreement is effective October 1st, 2009, and shall terminate on September 30th, 2010 unless terminated earlier as stated in this paragraph. Either the School Board or the County may terminate this Agreement, without cause, upon seven days written notice to the other. The term of this Agreement may be extended upon the written agreement of the parties.

5. This Agreement shall be interpreted pursuant to Florida law. The sole and exclusive jurisdiction for any action brought pursuant to this Agreement shall be in the County or Circuit Court of the Twelfth Judicial Circuit in and for Sarasota County, Florida.

6. Any notice given pursuant to this Agreement shall be made in writing to the County, 1660 Ringling Blvd., Sarasota, Florida, 34236 to the attention of the County Administrator and to the School Board at 1960 Landings Blvd., Sarasota, Florida 34231 to the attention of the Superintendent.

IN WITNESS WHEREOF, the parties have duly executed this Agreement:

**BOARD OF COUNTY COMMISSIONERS
SARASOTA COUNTY**

By: _____
Jon Thaxton, Chair

Date: _____

ATTEST:

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

By: _____

**APPROVED AS TO FORM
AND CORRECTNESS**

By: _____
County Attorney

**THE SCHOOL BOARD OF SARASOTA
COUNTY, FLORIDA**

By: _____
Caroline G. Zucker, Chair

Date: _____

Approved for Legal Content
August 10, 2009, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: _____ASH