

**PARTNERSHIP AGREEMENT
FOR THE COST SHARING OF TECHNOLOGICAL SUPPORT AND INFRASTRUCTURE**

THIS PARTNERSHIP AGREEMENT (“Agreement”) is made and entered into this ____day of _____, 2007, by and between the School Board of Sarasota County, Florida, a body corporate under the laws of the State of Florida, (“School Board”) and Sarasota County, a political subdivision of the State of Florida (“County”).

W I T N E S S E T H:

WHEREAS, the School Board and the County have been collaborating in regard to their respective information technology operations since December 14, 2004 and

WHEREAS, the School Board and the County have extended said collaboration to include fiber optic data networking services (“Services”), and

WHEREAS, the School Board and the County have been accumulating data pertaining to the costs and value of said collaboration, and

WHEREAS, the parties are now interested in formally agreeing on a fair and equitable cost sharing of the annual costs of the Services,

NOW, THEREFORE, in consideration of the premises and the covenants herein contained, School Board and County do mutually covenant and agree as follows:

I. School Board Responsibilities – The School Board shall provide the County annually the amount of five hundred eighty four thousand one hundred forty-eight dollars (\$584,148), due and payable on a monthly basis with the first payment due within forty-five (45) days of the execution of this Agreement. Additionally, the School Board shall adhere to the requirements of Section 5 of Exhibit 1, System Security Service Level Agreement, attached hereto and incorporated herein and to the requirements of Section 5 of Exhibit 2, Public Networks Service Level Agreement, attached hereto and incorporated herein.

II. County Responsibilities – In exchange for the payments listed in paragraph I above, the County shall provide access to the community network and all management, operational and support services described in Exhibit 1, System Security Service Level Agreement and Exhibit 2, Public Networks Services Level Agreement, attached hereto and incorporated herein.

The County’s performance is contingent upon sufficient appropriations by the Sarasota County Board of County Commissioners.

The County agrees that it will file all necessary documents with the Universal Service Administration Company (USAC), an FCC program, to become an Educational Service Agency (ESA) or an approved e-rate service provider (SPIN) so that the School Board will remain eligible to receive appropriate discounts and/or refunds for telecommunications services.

III. Term – This Agreement shall be effective retroactively to July 1, 2007 and shall be in effect for a period of five (5) years unless terminated per Section IV., herein.

IV. Early Termination – Either party may terminate this Agreement with thirty (30) days written notice to the other party.

V. Liability - Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of either the County or School Board or to affect, limit or reduce the protection afforded either governmental entity under the provisions of Florida law.

VI. Notices - Any notices required or desired to be given pursuant to the terms of this Agreement shall be in writing and delivered as follows:

County: Deputy CIO
Sarasota County Government
1660 Ringling Boulevard
Sarasota, Florida 34236

School Board: IT Director
School Board of Sarasota County
1960 Landings Boulevard
Sarasota, Florida 34231

VII – Entire Agreement - This Agreement represents the entire agreement between the parties and no prior or subsequent oral agreements shall be binding upon either of the parties until reduced to writing and duly executed by the parties.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed by the respective undersigned duly authorized officials as of the date and year first above written.

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

By: _____
Frank Kovach, Chair

Approved for Legal Content
August 14, 2007, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH

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

By: _____
Chair

ATTEST:
KAREN E. RUSHING,
Clerk of the Circuit Court
And Ex Officio Clerk of the
Board of County Commissioners
of Sarasota County, Florida

By: _____

APPROVED AS TO FORM AND CORRECTNESS:

County Attorney