

**COOPERATIVE AGREEMENT AUTHORIZING SARASOTA COUNTY TO REIMBURSE THE SCHOOL BOARD OF SARASOTA COUNTY FOR THE DESIGN AND INSTALLATION OF A TRANSFER SWITCH, ELECTRICAL MODIFICATIONS FOR EMERGENCY POWER, AND TECHNOLOGICAL UPGRADES AT WILKINSON ELEMENTARY SCHOOL**

This 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”).

**WITNESSETH:**

**WHEREAS**, the County has a responsibility to provide a safe environment for the general population and its emergency staff during times of natural or other disasters; and

**WHEREAS**, the County has a need to secure a reserve facility to house its Emergency Operations Center (EOC) and 9-1-1 functions and supporting operations in the event of a major weather event; and

**WHEREAS**, a facility known as Building 6 (“the facility”) located at the School Board’s Wilkinson Elementary School will be made available to the County if a need arises; and

**WHEREAS**, in order to properly power and cool the facility, the addition of portable generators will be required; and

**WHEREAS**, The School Board has selected and hired an engineering firm capable of designing the modifications necessary for the installation of portable generators to support the facility’s power requirements; and,

**WHEREAS**, The School Board has the ability to secure contracting for the installation of a transfer switch and other electrical work as required to allow for generator power,

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

1. The County will appropriate funds and will provide to the School Board the sum of \$7,600.00 (Seven Thousand Six Hundred Dollars) to be paid to the engineering firm for the design work.
2. The County will appropriate funds and will provide to the School Board an additional sum not to exceed \$35,000 (Thirty-five Thousand Dollars) to be paid to the appropriate contractor(s) for the completion of all work associated with the purchase and installation of a transfer switch.

3. The County will appropriate funds and will provide to the School Board an additional sum not to exceed \$50,000 (Fifty Thousand Dollars) to be paid to the appropriate contractor(s) for the completion of all work associated with the electrical and technical upgrades necessary to modify Building # 6, or other buildings on the Wilkinson campus as deemed appropriate, for use as a back-up Emergency Operations Center.
4. The County will send all funds associated with this project to the School Board before commencement of design work.
5. The School Board will provide to the County a full accounting of the use of funds and will refund any unused funds to the County within 60 days of completion of the project. The County shall have the right to conduct a post-audit of all expenditures of the funds paid under this Agreement, and the School Board agrees to provide access to its records for this purpose as reasonably necessary.
6. To the extent permitted by law, the County shall indemnify and hold harmless the School Board from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees arising or growing out of its use of the facility. 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. Notwithstanding the preceding, the County shall not be liable for the negligent acts or omissions of the School Board.
7. The School Board will use its customary procurement and contracting in the implementation of this project.
8. The School Board agrees to the use of the facility at Wilkinson Elementary School as a temporary location for County EOC and 9-1-1 functions with supporting operations and designated emergency staff, as needed, in the event of natural or other disasters.
9. The School Board agrees to reasonable access of County EOC, 9-1-1 and designated emergency staff to the facility during times of natural or other disasters necessitating relocation of emergency operations and personnel.
10. The County and School Board agree that the design and construction specification(s) must be acceptable to all appropriate governmental entities including the County and School Board.
11. Any and all notices required or desired to be given pursuant to the terms of this Agreement shall be in writing and delivered as follows:

County:  
 Anne Miller  
 Sarasota County Administration  
 Building  
 1660 Ringling Boulevard  
 Sarasota, Florida 34236

School Board:  
 Deborrah Metheny  
 The School Board of Sarasota  
 County, Florida  
 1960 Landings Boulevard  
 Sarasota, Florida 34231

12. 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 executed the Agreement as of the date first above written.

WITNESS:

SCHOOL BOARD OF SARASOTA COUNTY:

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

Signed By: \_\_\_\_\_

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

Title: \_\_\_\_\_

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

SARASOTA COUNTY

BOARD OF COUNTY COMMISSIONERS OF SARASOTA COUNTY, FLORIDA

By: \_\_\_\_\_  
COUNTY ADMINISTRATOR

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

*Executed by the County Administrator Pursuant to Sarasota County Ordinance No. 2003-084.*

WITNESS:

Print Name: \_\_\_\_\_

Signed By: \_\_\_\_\_

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

APPROVED AS TO FORM AND CORRECTNESS:

By: \_\_\_\_\_  
COUNTY ATTORNEY