

## INTERAGENCY AGREEMENT

**Sarasota Housing Authority  
40 South Pineapple Avenue  
Sarasota, FL 34236  
(941) 361-6210**

**&**

**The School Board of Sarasota County, Florida  
1960 Landings Blvd.  
Sarasota, FL 34231  
(941) 927-9000**

This Agreement is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2011, by and between the Sarasota Housing Authority and The School Board of Sarasota County, Florida.

**Purpose:** To establish a mechanism between the Sarasota Housing Authority (“SHA”) and the School Board of Sarasota County Florida (“The Board”) to promote the mutual goals of getting SHA children prepared for school, monitoring attendance records, monitoring discipline issues, heading off and preventing early drop-outs, as well as encouraging and celebrating success and graduation.

**SHA agrees to:**

1. Provide The Board with signed consents from parents to permit The Board to share information with SHA regarding SHA children in Sarasota County Schools.
2. Work with The Board’s truancy personnel to inform and counsel parents of the requirement to comply with truancy laws.
3. Work with families and the community to get children prepared for school (early childhood education), and to counsel them to stay in school and avoid disciplinary problems at school.
4. Assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida law. SHA will coordinate with The Board to conduct all necessary fingerprinting and background checks. SHA will bear the cost of the fingerprinting/background checks. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by The Board pursuant to Florida law. Like other visitors to school grounds, SHA volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.
5. To the extent permitted by applicable law, SHA shall indemnify and hold harmless The Board from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney’s fees as a result of

any negligent acts or omissions of SHA arising or growing out of this Agreement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of either the SHA or The Board or to affect, limit or reduce the protection afforded either governmental entity under the provisions of Florida law. This provision shall survive termination of this Agreement.

6. To the extent permitted by applicable law, The Board shall indemnify and hold harmless SHA from and against any and all liabilities, claims, demands, suits, cause of action, losses and expenses including attorney's fees as a result of any negligent acts or omissions of The Board arising or growing out of this Agreement. Nothing contained herein shall be deemed to constitute a waiver of sovereign immunity on the part of either The Board or SHA or to affect, limit or reduce the protection afforded either governmental entity under the provisions of Florida law. This provision shall survive termination of this Agreement.

**The Board agrees to:**

1. Assist in identifying where SHA students are attending school.
2. Assist in identifying graduating seniors and high performing students at all levels for special recognition programs.
3. Make a concerted effort to refer SHA students to at-risk programs provided in the community.
4. Assist with monitoring truancy by providing data on students with five unexcused absences within the first semester, so that SHA can intercede and counsel the family to get the child and family in compliance with The Board's attendance requirements and Florida law.

**Both parties agree:**

1. That SHA is at all times acting and performing as an independent governmental agency in the performance of all obligations hereunder.
2. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
3. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.
4. This Agreement shall commence immediately upon approval by both parties and shall terminate on June 30, 2012. Either party may terminate this Agreement at any time without cause by giving thirty days notice to the other party. Any notice

given pursuant to this Agreement shall be made to SHA at 40 South Pineapple Avenue, Sarasota, Florida 34236 to the attention of William Russell, III, and to The Board at 1960 Landings Boulevard, Sarasota, Florida 34231, to the attention of Robyn Marinelli.

5. No monetary reimbursement between the parties is associated with this Agreement.
6. 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.

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

Frank Kovach, Chair  
The School Board of Sarasota County, Florida

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

Approved for Legal Content  
June 29, 2011, by Matthews, Eastmoore,  
Hardy, Crauwels & Garcia, Attorneys for  
The School Board of Sarasota County, Florida  
Signed: ASH

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

William O. Russell, III, Executive Director  
Sarasota Housing Authority

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