

**Geodatabase for School Facility Planning
SERVICES AGREEMENT**

BETWEEN

Santa Rosa County School District

AND

The University of Florida Board of Trustees

This Agreement is made and entered into effective as of February 19, 2015 (the "Effective Date") by and between The University of Florida Board of Trustees, a public body corporate of the State of Florida, for the benefit of the Program for Resource Efficient Communities in the Institute of Food and Agricultural Sciences at the University of Florida, hereinafter referred to as UF, having its address at P.O. Box 110940 Gainesville, FL 32611-0940 and Santa Rosa County School District hereinafter SRCSD, with its principal place of business at 5086 Canal Street, Milton, FL 32570.

PURPOSE AND SCOPE:

The purpose of this Agreement is for UF to evaluate the application of a Geodatabase for School Facility Planning and to provide a work program and budget for the development and application of the Geodatabase.

WITNESSETH:

The parties agree and obligate themselves and successors and assigns, as follows:

1. **TERM:** The terms of this Agreement shall commence on the 1st day of March 2015, and shall continue until the 30th day of April, 2015.
2. **TERMINATION:** Either party may terminate this Agreement with or without cause by giving thirty (30) days written notice to the other party of its intention to terminate this Agreement at the end of such thirty (30) days, provided that SRCSD still is obligated to pay UF for all services provided by UF pursuant to this Agreement.
3. **NOTICE:** Any notice required or permitted to be given shall be in writing and shall be mailed by registered mail (return receipt requested), by a nationally recognized overnight delivery service or personally delivered at the addresses listed above or as otherwise provided in writing by either party. A notice shall be deemed to be given three (3) days after it is mailed or upon receipt, if personally delivered. Notice by mail shall be delivered to the address of the principal place of business of the respective parties.
4. **OBLIGATIONS OF UF:** UF will provide supervision and oversight of the project as described in the attached scope of services.
5. **OBLIGATIONS OF SRCSD:** SRCSD will provide all information and data as may be required to complete the project. SRCSD will make its employees available to UF as may be reasonably required to complete the project.
6. **PAYMENT/INVOICE:** UF will complete the project as described by the scope of services for a fixed fee of \$5,000 to be paid upon invoice at the completion of the project.

7. **LIABILITY:** UF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UF and the officers, employees, servants, and agents thereof while acting within the scope of their employment by UF. UF warrants and represents that it is self-funded for liability insurance, both public and property, with such protection being applicable to UF's officers, employees, servants and agents while acting within the scope of their employment by UF. UF and SRCSD further agree that nothing contained herein shall be construed or interpreted as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of UF, the State of Florida, or their agents and agencies to be sued; or (3) a waiver of the sovereign immunity of UF, the State of Florida, and their agents and agencies beyond the waiver provided in Section 768.28, Florida Statutes.

Each party shall be responsible for the negligent acts or omissions of itself and its own employees or agents while acting within the scope of their employment during the term of this Agreement. UF's liability is provided under Section 768.28, Florida Statutes, and does not extend to SRCSD or other third parties. The management of program participants' behavior is the responsibility of SRCSD. UF does not assume liability for the negligent acts or omissions of the program participants.

SRCSD shall indemnify, defend and hold UF harmless for any harm or injury incurred by UF's employee while providing the services under this Agreement as a result of the negligent acts or omissions of SRCSD.

8. **ENTIRE AGREEMENT AND MODIFICATIONS:** This Agreement represents the entire agreement between the parties with respect to the subject matter hereof, and supersedes all other prior agreements, representations, and covenants, oral or written. Any mutually agreed upon changes or modifications to this Agreement must be in writing and signed by both parties to become effective, and shall include a specific effective date.
9. **LITIGATION:** The parties hereto expressly agree that the terms and conditions of the Agreement, and the subsequent performance hereunder, shall be construed and controlled in accordance with the laws of the State of Florida. Venue for any litigation arising out of or in any way related to this Agreement shall be in State Court, Seventh Judicial Circuit, Volusia County, Florida. In the event either party must file suit to enforce the terms of this Agreement, to the extent permitted by law, the prevailing party shall be entitled to reasonable court-awarded attorneys' fees.
10. **NO JOINT VENTURE OR PARTNERSHIP:** It is understood and agreed that nothing contained herein is intended or should be construed as in any way creating or establishing the relationship of a partnership or joint venture between the parties in any manner whatsoever and neither party shall have the ability, right or authority to bind the other party to agreements or obligations with another entity.
11. **SEVERABILITY:** Invalidity of any provision of this Agreement by judgment or court order will not affect any other provision, all of which remain in full force and effect; provided, however, any court of competent jurisdiction is hereby empowered, to the

extent practicable, to reform any otherwise invalid provision contained in this Agreement when necessary to avoid a finding of invalidity.

12. **TIME OF ESSENCE:** Time is of the essence with respect to each party's performance of its obligations under this Agreement. If any date under this Agreement falls on a Saturday, Sunday or legal holiday, such date shall be automatically extended to the next business day.
13. **INTERPRETATION PRESUMPTION:** All of the parties to this Agreement have participated fully in the negotiation and preparation hereof; and, accordingly, this Agreement shall not be more strictly construed against any one party.

**The University of Florida Board of Trustees
for and on behalf of the Program for
Resource Efficient Communities Institute
of Food & Agricultural Sciences**

By: _____

Dr. Joseph Glover

**Provost and Senior Vice President for
Academic Affairs**

Date: _____

By: _____

Dr. Jack M. Payne

**Senior Vice President for Agricultural and
Natural Resources**

Date: _____

By: _____

Dr. Nick Place

Dean and Director for IFAS Extension

Date: _____

Santa Rosa County School District

By: _____

Date: _____