
**SEMINOLE COUNTY GOVERNMENT
AGENDA MEMORANDUM**

SUBJECT: Memorandum of Understanding (MOU) Between Seminole County and the School Board of Seminole County, Florida for Communication Improvements

DEPARTMENT: Public Works

DIVISION: Traffic Engineering

AUTHORIZED BY: Gary Johnson

CONTACT: Charles Wetzel

EXT: 5686

MOTION/RECOMMENDATION:

Approve and authorize the Chairman to execute the Memorandum of Understanding (MOU) between Seminole County and the School Board of Seminole County, Florida for Communication Improvements.

County-wide

Charles Wetzel

BACKGROUND:

The Public Works Department, Traffic Engineering Division, Fiber Program currently maintains approximately 250 miles of fiber optic cables within Seminole County. The fiber optic network was initially created to provide connectivity for the County's traffic signals. Subsequently, based upon available capacity provided by this network, connectivity is also provided for most County facilities, six (6) cities within Seminole County, Seminole Community College, and twenty-eight (28) Seminole County Public Schools. The connectivity services provided to entities outside of Seminole County Government generated approximately \$209,000 in revenue in FY 2007/08.

The Seminole County School Board has requested assistance from the Public Works Department to connect nineteen (19) additional middle and elementary schools to the County's network. It is estimated approximately \$60,000 in overtime and material costs by the County will be required to connect these schools to the County's fiber network. The Seminole County School Board has agreed to reimburse the County for the cost of connecting the additional schools. As such, there is no net cost to the County related to connecting these new schools to the fiber network. The Seminole County School Board will pay an additional \$98,000 per year to maintain fiber connections to these new schools. Staff estimates there will be no additional costs to the Fiber Program related to the new connections for the first two or three years of connection. Because of the timing of the connectivity, it is unlikely any fiber maintenance revenue will be received in the current fiscal year. This Memorandum of Understanding (MOU) between Seminole County and the School Board of Seminole County outlines the responsibilities of each entity relative to the connection of the nineteen (19) new schools.

A budget amendment, BAR #09-25 in the amount of \$59,940, providing the funding necessary for Traffic Engineering to deliver this service, is presented for Board approval in the Budget Division Consent Section of this agenda.

STAFF RECOMMENDATION:

Staff recommends approval of the Memorandum of Understanding (MOU) Between Seminole County and the School Board of Seminole County, Florida for Communication Improvements.

ATTACHMENTS:

1. Memorandum of Understanding - School Board Communication Improvements

Additionally Reviewed By:

- County Attorney Review (Susan Dietrich)
- Revenue Review (Cecilia Monti, Lisa Spriggs)
- Budget Review (Fredrik Coulter, Lisa Spriggs)

Board Approved

1/27/09

MEMORANDUM OF UNDERSTANDING BETWEEN
SEMINOLE COUNTY AND SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA
FOR COMMUNICATION IMPROVEMENTS

THIS MEMORANDUM OF UNDERSTANDING (MOU) is entered into on the _____ day of _____, 2009, between SEMINOLE COUNTY, a political subdivision of the State of Florida, whose address is Seminole County Services Building, 1101 East First Street, Sanford, Florida 32771, hereinafter referred to as the "COUNTY" and SCHOOL BOARD OF SEMINOLE COUNTY, FLORIDA, whose address is 400 East Lake Mary Boulevard, Sanford, Florida 32773-7127, hereinafter referred to as "SCHOOL BOARD".

W I T N E S S E T H:

WHEREAS, the SCHOOL BOARD wishes to make on-site communication improvements at various educational facilities it owns within Seminole County as described in Exhibit "A," attached hereto and incorporated herein; and

WHEREAS, the COUNTY and SCHOOL BOARD have determined that such improvements are warranted and in the best interest of Seminole County and its public educational system in order to facilitate safe and efficient communication services at and around each such educational facility site and Seminole County generally; and

WHEREAS, the COUNTY and SCHOOL BOARD desire to enter into a mutually beneficial relationship whereby the SCHOOL BOARD will pay the COUNTY to provide in-field design, project management, link set up and testing for communication services installed by the SCHOOL BOARD at the locations depicted in Exhibit "A",

NOW, THEREFORE, for and in consideration of the mutual covenants, premises and agreements hereinafter contained and other consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto agree as follows:

SECTION 1. RECITALS. The above recitals are true and correct and form a material part of this MOU upon which the parties have relied.

SECTION 2. PURPOSE. The purpose of this MOU is to establish the terms and conditions under which the COUNTY shall provide to the SCHOOL BOARD in-field design, project management, link set up and testing for communication services to connect nineteen (19) educational facility sites to the COUNTY network and the SCHOOL BOARD shall pay for all labor hours and minor material costs associated with the provision of such services.

SECTION 3. RESPONSIBILITIES OF THE COUNTY. The COUNTY shall provide project management, in-field design, link set up and testing for communication services to the SCHOOL BOARD for the SCHOOL BOARD'S installation of communication equipment at certain educational facility sites as listed in Exhibit "A". The COUNTY shall also perform necessary coordination with the SCHOOL BOARD'S contractor upon request of the SCHOOL BOARD.

SECTION 4. RESPONSIBILITIES OF THE SCHOOL BOARD. The SCHOOL BOARD agrees to pay the COUNTY as set forth in Exhibit "A" in advance for all labor hours and minor material costs associated with the in-field design, project management, link set up and testing for

communication services provided by the COUNTY and described in Section 3 hereinabove.

SECTION 5. TERM. The term of this MOU is from January 1, 2009 through September 30, 2009, the date of signature by the parties notwithstanding, unless earlier terminated as set forth in Section 6 hereinbelow.

SECTION 6. TERMINATION OF THE MOU. Either party may terminate this MOU, at any time, by giving the other party thirty (30) days written notice thereof.

SECTION 7. NOTICES. Whenever either party desires to give notice unto the other, notice may be sent to:

FOR THE COUNTY

County Manager
Seminole County Services Building
1101 East First Street
Sanford, Florida 32771

FOR THE SCHOOL BOARD

Superintendent
School Board of Seminole County, Florida
400 East Lake Mary Boulevard
Sanford, Florida 32773-7127

Either of the parties may change, by written notice as provided herein, the addresses or persons designated for receipt of notices.

SECTION 8. SEVERABILITY. If any provision of this MOU or the application thereof to any person or circumstance is held invalid, it is the intent of the parties that the invalidity shall not affect other provisions or applications of this MOU which can be given effect without the invalid provision or application, and to this end the provisions of this MOU are declared severable.

SECTION 9. ENTIRE AGREEMENT.

(a) It is understood and agreed that the entire MOU of the parties is contained herein and that this MOU supersedes all oral

agreements, negotiations and previous agreements between the parties relating to the subject matter hereof.

(b) Any alterations, amendments, deletions, or waivers of the provisions of this MOU shall be valid only when expressed in writing and duly signed by both parties, except as otherwise specifically provided in this MOU.

SECTION 10. INDEMNIFICATION. SCHOOL BOARD and COUNTY mutually agree to indemnify each other for any injury or loss of property, personal injury, or death to the extent determined to have been caused by the negligent or wrongful act or omission of any employee of the indemnifying party while acting within the scope of the employee's office or employment under circumstances in which the indemnifying party, if a private person, would be liable to the claimant, but only to the extent of the partial waiver of sovereign immunity set forth in Section 768.28, Florida Statutes, and then only to the limits prescribed by Section 768.28(5), Florida Statutes, to-wit: the indemnifying party shall not be liable to pay a claim or a judgment by any one person which exceeds the sum of \$100,000.00 or any claim or judgment, or portions thereof, which, when totaled with all other claims or judgments paid by the State or its agencies or subdivisions arising out of the same incident or occurrence, exceeds the sum of \$200,000.00, unless and except that portion of any judgment that exceeds these amounts may be reported to the Legislature, but may be paid in part or in whole only by further act of the Legislature. In the event that both parties to this MOU shall be deemed to be at fault or liable, they agree to pay any judgment or settlement agreement in

proportion to their degree of fault or liability, but in no event in excess of the limits set forth in Section 768.28(5), Florida Statutes.

IN WITNESS WHEREOF, the parties hereto have made and executed this MOU for the purposes stated herein.

ATTEST:

SCHOOL BOARD OF SEMINOLE COUNTY,
FLORIDA

Bill Vogel

Deede Schaffner

WILLIAM VOGEL, Superintendent

BY: DEEDE SCHAFFNER, Chairman

Date: 1/27/09

ATTEST:

BOARD OF COUNTY COMMISSIONERS
SEMINOLE COUNTY, FLORIDA

MARYANNE MORSE
Clerk to the Board of
County Commissioners of
Seminole County, Florida.

By: BOB DALLARI, Chairman

Date:

For the use and reliance
of Seminole County only.
Approved as to form and
legal sufficiency.

As authorized for execution by the Board
of County Commissioners at its _____,
2009, regular meeting.

County Attorney

SED/sb
12/23/08 1/14/09

Attachment:
Exhibit "A" - Description of Educational Facility Sites

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MOU for Communication Improvements

FROM	Traffic Engineering Man Hours					Hrly Rate	Total Cost Labor	Traffic	Total	Target
	Design	Proj Mgmt	Setup	Testing	Total			Materials		Date
1 Lake Orienta	8	12	105	2	127	\$ 45	\$ 5,715	\$ 225	\$ 5,940	Feb.2009
2 Eastbrook	4	6	36	2	48	\$ 45	\$ 2,160		\$ 2,160	Feb.2009
3 Tuskawilla MS	4	4	9	2	19	\$ 45	\$ 855	\$ 225	\$ 1,080	Feb.2009
4 Milwee MS	4	6	24	2	36	\$ 45	\$ 1,520	\$ 225	\$ 1,845	Feb.2009
5 Bentley	8	16	81	2	107	\$ 45	\$ 4,815		\$ 4,815	Apr.2009
6 Evans	4	8	36	2	50	\$ 45	\$ 2,250		\$ 2,250	Apr.2009
7 Pinecrest	6	12	54	2	74	\$ 45	\$ 3,330		\$ 3,330	Apr.2009
8 Rainbow	4	12	36	2	54	\$ 45	\$ 2,430		\$ 2,430	Apr.2009
9 Red Bug	6	12	84	2	104	\$ 45	\$ 4,680	\$ 225	\$ 4,905	Apr.2009
10 Lawton ES	4	6	27	2	39	\$ 45	\$ 1,755		\$ 1,755	Jun.2009
11 Longwood	6	12	60	2	80	\$ 45	\$ 3,600	\$ 225	\$ 3,825	Jun.2009
12 Spring Lake	8	14	54	2	78	\$ 45	\$ 3,510		\$ 3,510	Jun.2009
13 Stenstrom	8	12	45	2	67	\$ 45	\$ 3,015		\$ 3,015	Jun.2009
14 Teague MS	8	14	81	2	105	\$ 45	\$ 4,725		\$ 4,725	Jun.2009
15 Highlands	4	8	45	2	59	\$ 45	\$ 2,655		\$ 2,655	Aug.2009
16 Idyllwilde	4	8	36	2	50	\$ 45	\$ 2,250		\$ 2,250	Aug.2009
17 Markham Woods	4	8	36	2	50	\$ 45	\$ 2,250		\$ 2,250	Aug.2009
18 South Seminole	6	8	63	2	79	\$ 45	\$ 3,555		\$ 3,555	Aug.2009
19 Sterling Park	6	8	60	2	76	\$ 45	\$ 3,420	\$ 225	\$ 3,645	Aug.2009
Subtotal					1302		\$ 58,590	\$ 1,350	\$ 59,940	

EXHIBIT A