

**INTERLOCAL AGREEMENT FOR PUBLICATION OF ADVERTISEMENTS AND
PUBLIC NOTICES ON SARASOTA COUNTY’S PUBLICLY ACCESSIBLE WEBSITE**

THIS INTERLOCAL AGREEMENT, hereinafter “Agreement,” is made and entered into by and between Sarasota County, a political subdivision of the State of Florida, hereinafter referred to as the “County” and The School Board of Sarasota County, FL, hereinafter referred to as the “Governmental Agency” (collectively referred to as the “Parties”).

WITNESSETH

WHEREAS, pursuant to Section 50.0311, Florida Statutes, a governmental agency may use the publicly accessible website of the county in which it lies to publish legally required advertisements and public notices if the cost of publishing advertisements and public notices on such website is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, pursuant to Article X, Chapter 2 of the Sarasota County Code of Ordinances, the County currently maintains a publicly accessible website for the publication of legal notices and advertisements pursuant to Chapter 50, Florida Statutes, that is accessible via the Internet; and

WHEREAS, the Governmental Agency has determined that it is a “governmental agency” within the meaning of Chapter 50, Florida Statutes, and is otherwise eligible to use the publicly accessible website of the County; and

WHEREAS, the Governmental Agency has determined that the cost of publishing advertisements and public notices on the publicly accessible website of the County is less than the cost of publishing advertisements and public notices in a newspaper; and

WHEREAS, the Governmental Agency attests that it shall utilize the publicly accessible website of the County in compliance with this Agreement, Article X, Chapter 2 of the Sarasota County Code of Ordinances, the County’s Operating Procedures and Guidelines, Chapter 50, Florida Statutes, and amendments thereto (“Chapter 50, FS”), and applicable laws; and

WHEREAS, Section 163.01, Florida Statutes, permits local governmental units to make the most efficient use of their powers by enabling them to cooperate with other public agencies on a basis of mutual advantage and thereby to provide services and facilities in a manner and pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities; and

WHEREAS, it is in the best interests of the Parties that the Governmental Agency use the publicly accessible website of the County to publish legally required advertisements and public notices pursuant to Chapter 50, FS.

NOW THEREFORE, in consideration of the mutual covenants herein contained and other good and valuable consideration, hereby acknowledged by the Parties, the County and the Governmental Agency agree as follows:

1. **Recitals.** The above recitals are true and correct and by this reference are incorporated herein.

2. **Scope and Purpose.** Subject to the Governmental Agency's acceptance and approval, the County hereby grants the Governmental Agency a non-exclusive, limited, nontransferable, and revocable license to use a webpage (the "Webpage") on the County's publicly accessible website on which the Governmental Agency may publish legally required advertisements and public notices pursuant to Chapter 50, FS, subject to applicable laws and the terms herein.

3. **County's Responsibilities:**

A. The County will:

- i. provide the Webpage to the Governmental Agency in a template and format, the design of which is within the County's sole discretion, on which the Governmental Agency may publish legally required advertisements and public notices pursuant to Chapter 50, FS. The Governmental Agency agrees to accept the Webpage template and format as is and will only request changes to ensure compliance with applicable laws. Requests for stylistic changes to the Webpage format and template will not be accepted unless the Governmental Agency provides the County with adequate justification, as shall be determined in the County's discretion;
- ii. provide the Governmental Agency with full access to publish notices on the Webpage. The County will not participate in, assess, review, have authority over, or oversee the Governmental Agency's publications on the Webpage in any way;
- iii. conspicuously place a link to the Webpage from the County's publicly accessible website's homepage or on a page accessible through a direct link from the homepage;
- iv. provide enough hosting space so that the Governmental Agency can maintain publications on the Webpage for the applicable length of time as described in Chapter 50, FS;
- v. maintain a searchable archive of all legal notices published on the Webpage for the amount of time required by Chapter 50, FS, after the first day of publication.

4. **Governmental Agency's Responsibilities:**

A. It is the Governmental Agency's sole responsibility to:

- i. ensure it complies with all laws related to legally required advertisements and public notices;
- ii. determine whether it is eligible to publish legally required advertisements and public notices on the Webpage pursuant to Chapter 50, FS;
- iii. determine whether each of the legally required advertisements and public notices published on the Webpage are eligible to be published on the Webpage;
- iv. ensure it is and remains in compliance with any and all requirements of Chapter 50, FS, and all other applicable laws;
- v. complete and maintain a record of proof of publication affidavits in the form required by Chapter 50, FS, for each publication on the Webpage;
- vi. remain apprised of any new or amended laws relating to legally required advertisements and public notices;
- vii. respond to any inquiries from the public regarding any information or legally required advertisements and public notices published on the Webpage, including but not limited to public records requests. The Governmental Agency shall at all times maintain in a conspicuous place on the Webpage current contact information for the public's inquiries in substantially the following format:

THIS WEBPAGE IS FOR ADVERTISEMENTS AND NOTICES FOR THE SCHOOL BOARD OF SARASOTA COUNTY, FL ONLY. SARASOTA COUNTY HAS NO KNOWLEDGE OF OR CONTROL OVER THE POSTINGS ON THIS WEBPAGE.

FOR ALL INQUIRIES OR PUBLIC RECORDS REQUESTS RELATED TO THE SCHOOL BOARD OF SARASOTA COUNTY, FL'S PUBLIC NOTICES, PLEASE CONTACT THE SCHOOL BOARD OF SARASOTA COUNTY'S RECORDS AND FORMS MANAGEMENT DEPARTMENT AT PUBLICRECORDREQUEST@SARASOTACOUNTYSCHOOLS.NET, 1960 LANDINGS BLVD, SARASOTA, FL 34231, (941)486-2116.

- B. The Governmental Agency is the custodian of records for any and all of its records, communications, and documents published on or related to the Webpage. **It is the Governmental Agency's responsibility to maintain copies of all records of or**

related to documents posted on the Webpage pursuant to Florida public records laws and Florida records retention laws.

C. The Governmental Agency shall not use a contractor or vendor for maintaining or managing the Webpage or publications thereon.

D. The Governmental Agency shall provide the County with a list of authorized users who, after receiving mandatory training and agreeing to comply with County SOPs and Guidelines, will be provided access to the Webpage for the purpose of publishing legally required advertisements and public notices on behalf of the Governmental Agency. If an authorized user is no longer employed by the Governmental Agency, the Governmental Agency must notify the County within 24 hours of same.

5. **No Obligation.** Nothing requires the County to continue to maintain the Webpage or increase hosting space. The County has no obligation to ensure the Governmental Agency remains in compliance with the requirements of Chapter 50, FS, or any other applicable laws with regard to the Governmental Agency's use of the Webpage.

6. **Reasonable User Fees.** The County reserves the right upon sixty (60) days' prior written notice to charge reasonable fees to the Governmental Agency to cover the cost of hosting the Webpage and/or archive space. Implementing or revising reasonable fees will be at the sole discretion of the County and will be effective after sixty (60) days' written notice from the County to the Governmental Agency. If the Governmental Agency does not wish to pay said reasonable fees, the Governmental Agency may terminate its use of the Webpage pursuant to the Termination provisions below.

7. **Effective Date and Term.** This Agreement shall take effect upon the filing of a duly executed original with the Clerk of the Circuit Court of Sarasota County and shall remain in effect until the Agreement is terminated pursuant the termination provisions set forth below.

8. **Notices.** Any notice required or permitted to be given hereunder by the Parties shall be delivered by email, personally, or served by certified mail, return receipt requested, to the Parties at the addresses set forth below or to such other address as either Party may specify in writing:

If to the County:

Sarasota County

Attention:

With a copy to:

If to Government Agency:

The School Board of Sarasota County, FL
Attention: Public Records
Administrator

With a copy to: _____

All such notices and other communications shall be deemed to have been sufficiently given for all purposes hereof on the date of delivery, if made by email, personal delivery, or, if sent by U.S. mail, as of the date of mailing provided the communication is also dispatched by telecopier at the time of mailing; otherwise, it will be deemed to have been delivered upon receipt.

9. Liability, Sovereign Immunity. The Parties shall not be deemed to assume any liability for the negligent, intentional, or wrongful acts or omissions of the other or the other's officers, employees, representatives, or agents. Nothing herein contained shall be construed as a waiver by a Party of the liability limits established in Section 768.28, Florida Statutes, other statutes or common law. Further, nothing in this Agreement shall inure to the benefit of any third party for the purpose of allowing any claim which would otherwise be barred under the Doctrine of Sovereign Immunity or by operation of law. The Parties are separate legal entities and nothing herein shall be read to create any agency relationship between the Parties.

10. Indemnification, Hold Harmless, Waiver of Damages. THE GOVERNMENTAL AGENCY AGREES THAT USE OF THE WEBPAGE IS AT ITS OWN RISK. The County makes no representations or warranties of any kind, express or implied, as to the usability, security, and/or reliability of the Webpage. The Governmental Agency agrees to hold harmless the County for any and all liability or damages arising out of the Governmental Agency's use of the Webpage. The Governmental Agency hereby waives its right to any and all damages against the County arising out of or related to the Governmental Agency's use of the Webpage. The Governmental Agency shall pay on behalf of or indemnify and hold harmless the County, its Commissioners, Officers, Employees, Agents, and Volunteers from and against any and all claims, actions, damages, fees, fines, penalties, defense costs, suits or liabilities which may arise out of any act, neglect, omission or default of the Governmental Agency arising out of or in any way connected with the Governmental Agency's (or Governmental Agency's Officers, Employees, Agents, and Volunteers, if any) performance or failure to perform under the terms of the Agreement (this Indemnification obligation shall extend beyond the term of the Agreement).

11. Termination.

- a. If the County determines in its sole discretion that it is no longer in the best interest of the County to continue utilizing the publicly accessible website of the County to publish legally required advertisements and public notices, the County will provide sixty (60) days' prior written notice to the Governmental Agency that the County will terminate use of the Webpage.
- b. Either Party may terminate this Agreement, with or without cause, upon ninety (90) days' prior written notice.
- c. Upon the County's notice to the Governmental Agency of its intention to implement or revise reasonable user fees, the Governmental Agency may terminate this Agreement within sixty (60) days of receiving the County's notice of its intention to implement or revise reasonable user fees.
- d. Upon the County implementing reasonable user fees, if the Governmental Agency continues its use of the Webpage after the reasonable fees are implemented or revised and the Governmental Agency fails to pay the reasonable fees the County has the right to terminate this Agreement immediately.
- e. In the event this Agreement, the County's hosting of the Webpage, or the Governmental Agency's use of the Webpage for publishing legally required advertisements and public notices is no longer allowable by law, this Agreement shall terminate immediately.
- f. Upon termination of this Agreement, the County will no longer allow the Governmental Agency's use of the Webpage for publication of new legally required advertisements and public notices. The County will maintain notices previously published on the Webpage after the termination date to the extent required by law.

12. Amendments. Except for implementing or revising reasonable fees pursuant to the Reasonable User Fees provisions above and/or the County updating its SOPs and Best Practices Guidelines with which the Governmental Agency must comply, no change, modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document executed by all of the Parties hereto with the same formality as this Agreement.

13. Dispute Resolution Process. In the event of a dispute between the Governmental Agency and the County under this Agreement, the Governmental Agency's Superintendent of Schools and the County Administrator, or their respective designee(s), shall review such dispute and negotiate a mutually acceptable resolution. In the event the designated representatives are unable to agree, the matter shall be referred to the County Administrator and Superintendent of Schools who may jointly elect to hold a joint meeting to resolve the matter. The mutual decision of the County Administrator and Superintendent of Schools

shall be final. This process shall substitute for the dispute resolution process set forth in Chapter 164 of the Florida Statutes or other applicable law.

14. **Enforcement.** In the event of a breach of this Agreement which the Parties are unable to resolve pursuant to the process described in the Dispute Resolution Process Section above, unless otherwise waived in this Agreement, the Parties shall have all remedies available at law or equity.
15. **Multiple Counterparts.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original.
16. **Section Headings.** All section headings and other titles and captions herein are for convenience only, do not form a substantive part of this Agreement, and shall not restrict or enlarge any substantive provision of this Agreement.
17. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida and is entered into in Sarasota County, Florida. Venue for any action shall be in the 12th Judicial Circuit in and for Sarasota County, Florida.
18. **Waiver of Jury Trial.** The Parties hereby WAIVE ANY AND ALL RIGHTS TO A JURY TRIAL in any litigation arising out of or related to this Agreement.
19. **Severability.** In the event any term, section, paragraph, sentence, covenant, clause, or provision hereof is held invalid by a court of competent jurisdiction, such holding shall not affect the remaining portions of this Agreement and the same shall remain in full force and effect.
20. **Assignment.** This Agreement may not be assigned by either Party without express written authority of all Parties hereto.
21. **Contractors or Vendors.** The Governmental Agency may not use contractors or vendors without the express written consent by the County to do so. The license does not include any right to sublicense.
22. **Entire Agreement.** This Agreement contains the entire understanding between the Parties with respect to the subject matter hereof and is intended to be a full integration of all prior or contemporaneous agreements, conditions, or undertakings between the Parties with respect to the subject matter hereof. There are no promises, agreements, conditions, undertakings, warranties, or representations, oral or written, express or implied, among the Parties with respect to the subject matter hereof other than as set forth in this Agreement.

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IN WITNESS WHEREOF, the County and the School Board of Sarasota County, FL have executed this Agreement as of the last date of signature below.

THE SCHOOL BOARD OF SARASOTA
COUNTY, FL

By: SCHOOL BOARD CHAIR

Date: _____

ATTEST:
TERRY CONNOR
SCHOOL BOARD OF SARASOTA COUNTY, FL
SUPERINTENDENT OF SCHOOLS

By: _____

Approved as to form and correctness:

PATRICK J. DUGGAN
SCHOOL BOARD OF SARASOTA COUNTY, FL
ATTORNEY

SARASOTA COUNTY

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

By: _____
Ron Cutsinger, Chair

Date: _____

ATTEST:

KAREN E. RUSHING

Clerk of the Circuit Court and Ex-Officio
Clerk of the Board of County Commissioners
of Sarasota County, Florida

By: _____
Deputy Clerk

Approved as to form and correctness:

Joshua B. Moyer
County Attorney