



**SunSmart Schools Emergency Shelter
School Agreement**



This Agreement (“Agreement”) is entered into by and between the University of Central Florida, by and on behalf of its Board of Trustees, for the benefit of the Florida Solar Energy Center (“FSEC”) and _____ (“School”). This Agreement is effective as of _____ and extends through _____.

FSEC has been awarded a grant from the Florida Energy and Climate Commission to facilitate Florida’s SunSmart Schools Emergency Shelter Program. Each school chosen to participate in Florida’s SunSmart Schools Emergency Shelter Program must agree to the following program requirements:

- 1) The School agrees to accept the installation of an FSEC approved Photovoltaic (PV) system, data collection system and appropriate signage (which will be no larger than 2' x 3') at the school.
- 2) The School agrees to cooperate with utility personnel, contractors and FSEC staff members to facilitate the installation of the PV system and understands they will be responsible for allowing access to school property.
- 3) The School agrees to provide school personnel to supervise and assist FSEC personnel while on school property.
- 4) In the event that an electrician is required to install a service panel for the shelter critical loads, the school agrees to oversee said electrician and notify FSEC when the work is satisfactorily completed.
- 5) The School understands that the PV system must be connected to the utility grid in accordance with all applicable Florida Public Service Commission interconnection tariff requirements, the national electrical code and all applicable local codes.
- 6) The School agrees to coordinate with the installer to locate a suitable location for the inverter within 250 ft. of the PV array.
- 7) The School agrees to provide Internet access (T1, cable, etc) with a dedicated network port located in close proximity (within 5 feet) to the PV system inverter. The School is responsible for making the connection as described above, including the cost of hardware and labor.
- 8) The School will coordinate with district IT personnel to allow the data monitoring connection from the data monitoring system to penetrate the School computer network firewall.

- 9) The School agrees to allow FSEC to track the performance of the PV system's output for a minimum of five (5) years and make this data available to the general public. The School furthermore agrees to release any rights to this collected data.
- 10) The School agrees to send two faculty members to attend a regional six-hour orientation workshop hosted by FSEC. The faculty member(s) will then facilitate a district in-service or onsite training for other teachers in the school district about renewable energy education curriculum and the Energy Whiz website.
- 11) The School agrees to send a minimum of one facility personnel to attend a regional seven-hour facility manager workshop hosted by FSEC.
- 12) The School will provide documentation of its progress and efforts in incorporating renewable energy education content into the curriculum—i.e. lessons plans, photos, event flyer, etc.
- 13) The School will promote the SunSmart Schools Emergency Shelter Program through appropriate outreach events (i.e. open house) to educate the general community about the PV system and how it works.
- 14) UCF assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of UCF and its officers, employees, servants, and agents thereof while acting within the scope of their employment by UCF. The School assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of School's officers, employees, servants, and agents, or other persons acting or engaged to act by School in furtherance of the obligations of School under this agreement. UCF warrants and represents that it is self-funded for liability insurance, both public and property, with said protection being applicable to officers, employees, servants, and agents while acting within the scope of their employment by UCF. UCF and School 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 the State of Florida or its agents and agencies to be sued; or (3) a waiver of sovereign immunity of the State Florida beyond the waiver provided in Section 768.28, Florida Statutes.
- 15) In no event will either party be responsible for any incidental damages, consequential damages, exemplary damages of any kind, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this agreement, and regardless of whether a party was advised or had reason to know of the possibility of incurring such damages in advance
- 16) This Agreement and the rights of the Parties will be governed and construed in accordance with the laws of the Florida.

17) The relationship between the parties established by this Agreement is that of independent contractors. Nothing contained in this Agreement shall be applied, interpreted or construed to give either party the power to direct and control the activities of the other.

18) This Agreement may be executed in counterparts, each of which shall constitute an original, and all of which together shall constitute one and the same document.

19) The terms set forth in this Agreement constitute all the terms and conditions agreed upon by the parties

Principal (signature)

Date

Principal (printed)

University of Central Florida (signature)

Date

University of Central Florida (printed)