

**SCHOOL BOARD OF SARASOTA COUNTY – UNIVERSITY OF FLORIDA  
SCHOOL CONCURRENCY MANAGEMENT SYSTEM  
PROFESSIONAL PLANNING SERVICES**

THIS AGREEMENT is made and entered into this 1st day of May, 2007 between the School Board of Sarasota County (DISTRICT) and the University of Florida, located in Gainesville, Florida (UNIVERSITY) for the period of May 1, 2007 through June 30, 2008.

**WITNESSETH**

WHEREAS, the University is professionally qualified to and offers to provide the services delineated in the attached document (University of Florida Fixed Price Subcontract), and;

WHEREAS, the Florida Department of Community Affairs is responsible for assisting school districts and local governments to implement school concurrency as mandated by the 2005 Florida Legislature (SB 360); and

WHEREAS, the School Board of Sarasota County in cooperation with local governments prepared, as one of six pilot communities, a Public School Facilities Element and Interlocal Agreement.

WHEREAS, the Florida Department of Community Affairs has provided additional funding for the development of a model database and tracking system templates for school concurrency implementation; and

WHEREAS, the Center for Building Better Communities, University of Florida offers knowledge, skills and resources required to undertake this work.

NOW, THEREFORE, the DISTRICT and the UNIVERSITY do mutually agree as follows:

1. Covenant for Services

The DISTRICT does hereby sponsor the UNIVERSITY to perform the project as defined herein, and the UNIVERSITY does hereby agree to perform the project for the DISTRICT upon the terms and conditions set forth in this contract and detailed in the attached document A entitled "Scope of Work". The UNIVERISTY also agrees (1) to be bound by the terms contained within in the State-Funded Subgrant Agreement between the Florida Department of Community Affairs and the DISTRICT, attached hereto as Attachment C, (2) to be bound by all applicable state and federal laws and regulations, and (3) to hold the Department of Community Affairs and the District harmless against all claims of whatever nature arising out of the UNIVERSITY'S performance of work under the Subgrant Agreement.

## 2. Definition, Scope, and Quality of Services

The UNIVERSITY shall perform and render as an independent contractor and not as an agent, representative, or employee of the DISTRICT, all the services described herein in a proper and satisfactory manner as determined by the DISTRICT after consultation with the Contract Manager or his designee. The UNIVERSITY services shall be known as the project and shall include those services identified in the attached document A entitled "Scope of Work."

- (a) The UNIVERSITY shall perform the services listed and deliver the specified products by the designated dates included in the attached document B entitled "Schedule of Deliverables" and also referenced in the State-Funded Subgrant Agreement (Attachment C).
- (b) The UNIVERSITY or its designee shall maintain regular contact with the Contract Manager or his designee to report on the progress of the Tasks noted in the above document and to discuss any difficulties encountered.

## 3. Consideration for Services

(a) This is a fixed price contact. As consideration for services rendered by the UNIVERSITY under this contract, the DISTRICT agrees to pay the UNIVERSITY **\$35,000**, the sum stipulated in the attached document B entitled "Schedule of Deliverables":

(b) In consideration of the satisfactory performance and completion of services to be provided by the UNIVERSITY, the DISTRICT agrees to pay the UNIVERSITY in allotments according to the schedule prescribed in the attached document section B entitled "Schedule of Deliverables".

## 4. Period of Contract

This contract shall begin May 1, 2007 and end on June 30, 2008, inclusive. This does not preclude the possibility of a no-cost extension for ongoing activities that are relevant to the purposes of the project.

## 5. Availability of Funds

The DISTRICT has entered into a contract with the FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS for the development of a model database and tracking system templates for school concurrency implementation. The UNIVERSITY is performing as a subcontractor. The DISTRICT agrees to promptly invoice the FLORIDA DEPARTMENT OF COMMUNITY AFFAIRS upon completion of required deliverables and to reimburse the UNIVERSITY in accordance with this agreement.

## 6. Default/Termination of Contract

(a) If either party fails to perform as required under this agreement, the nondefaulting party shall give written notice of such default and the defaulting party shall have 30 days to cure and remedy the default. If the default is not cured within the specified time, the nondefaulting party may terminate the agreement by written notice to the defaulting party.

(b) This agreement may also be terminated without cause by either party upon sixty (60) days written notice. In the event this agreement is terminated, pro-rated compensation will be made to the UNIVERSITY for services performed to the date of termination.

## 7. Modification of Contract

This contract represents the entire agreement of the parties. Any alterations, variations, changes, modifications or waivers of provisions of this contract shall only be valid when they have been reduced to writing, duly signed by each of the parties hereto, and attached to the original of this contract.

## 8. Ownership of Documents

(a) If the UNIVERSITY brings to the performance of this Agreement a pre-existing patent or copyright, the UNIVERSITY will retain all rights and entitlements to that pre-existing patent or copyright. The DISTRICT and the DEPARTMENT (Community Affairs) will retain all rights and entitlements to their original materials.

(b) The UNIVERSITY reserves the right to copyright any new materials generated in the course of this Agreement, and will provide the DISTRICT and the DEPARTMENT a non-exclusive, royalty-free license to reproduce, publish, use and allow other State of Florida Agencies to reproduce, publish and use all such copyrighted material for any Department or State of Florida purpose.

(c) If any discovery or invention arises or is developed in the course of the work or services performed under this Agreement, the UNIVERSITY reserves the right to pursue patent protection for the discovery or invention pursuant to Section 1004.23, F. S.

(d) The UNIVERSITY will promptly disclose the existence of such discovery or invention to the DISTRICT and the DEPARTMENT. The UNIVERSITY shall have 60 days within which to determine whether to seek patent protection, and shall notify the DISTRICT and the DEPARTMENT promptly of its intentions. If the UNIVERSITY seeks patent protection in its name, the UNIVERSITY agrees to provide the DISTRICT and the DEPARTMENT a royalty-free, non-exclusive license to use the discovery or invention for any Department or State of Florida purpose, and further agrees to authorize other State of Florida agencies to use such invention on a royalty-free, non-exclusive basis solely for State of Florida purposes. Should the UNIVERSITY determine that patent protection will not be sought in its own name, then the UNIVERSITY will refer the discovery or invention to the DEPARTMENT to determine whether patent protection will be sought in the name of the State of Florida.

(e) If this Agreement contains Federal funding, the UNIVERSITY agrees to grant the Federal awarding agency a non-exclusive, royalty-free and irrevocable license to use and to authorize others to use the discovery or invention for Federal Government purposes.

9. Assignments and Subcontracts

The UNIVERSITY shall not assign the responsibility of this agreement to another party nor subcontract for any of the work under this contact without the prior written approval of the DISTRICT pursuant to paragraph seven. No such approval by the DISTRICT of any assignment or subcontract shall be deemed to provide for the incurrence of any obligation of the DISTRICT in addition to the total dollar amount agreed upon in this contract. All assignments or subcontracts shall be subject to the conditions of this contract.

10. Confidentiality of Student records

Any and all personally identifiable records of students of the School Board are confidential, and the UNIVERSITY shall access such records in the course of providing professional services under this agreement only if and to the extent the UNIVERSITY or its employee requires the information contained in such records in order to perform the project. The UNIVERSITY shall implement operating practices and procedures that will (a) maintain the confidentiality and assure the physical security of all student records accessed and used in the course of providing professional services under this agreement; (b) prohibit the release or disclosure of such records to anyone except authorized School Board personnel, (c) prevent any unauthorized access to such records, and (d) preclude the unauthorized use, release, or disclosure of the information contained in such records.

11. Contacts

For purpose of the administration of this agreement, the following points of contact are established:

For the Sarasota County School District:

Ken Marsh  
Director of Long Range Planning  
School Board of Sarasota County  
1960 Landings Blvd  
Sarasota, FL 34231-3331  
941 927 9000 x 31111

For the University of Florida

Brian Prindle  
Research & Graduate Programs  
Division of Sponsored Research  
University of Florida  
207 Grinter Hall  
PO Box 115500  
Gainesville, FL 32611-5500  
(352) 392-5991

SARASOTA COUNTY SCHOOL DISTRICT

BY: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

UNIVERSITY OF FLORIDA

BY: \_\_\_\_\_

Name: Brian Prindle

Title: \_\_\_\_\_

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

**Attachment A  
Scope of Work  
Sarasota County**

**Development of Model Database Tracking System for School Concurrency Implementation**

The Sarasota County School District and the local governments participated as a pilot community in the Department of Community Affairs (DEPARTMENT) School Concurrency Pilot Community Initiative in Fiscal Year 2005-2006. As a follow-up to that initiative, technical assistance funding is being provided by the DEPARTMENT to assist the community (RECIPIENT) in developing a database tracking system to use in implementing their school concurrency management system. This database tracking system will serve as an example for other Florida communities to use in developing their own implementation programs.

***The University of Florida (UNIVERSITY) assisted the RECIPIENT in the completion of its obligations under the School Concurrency Pilot Community Initiative and was specifically responsible for the development of the database required to support the Public School Facilities Element and the Interlocal Agreement. This project expands upon this earlier work and represents an important step in the implementation of school concurrency.***

***The UNIVERSITY agrees to assist the RECIPIENT in meeting its obligations under the aforementioned grant from the DEPARTMENT as prescribed in this scope of work. The specific responsibilities of the UNIVERSITY are shown in italics and bolded.***

**Tasks:**

**A. Work Plan**

The work plan will provide a description of the tasks and steps that will be completed to produce the deliverables associated with the development of a Model School Concurrency Tracking Database System and must:

- a. Address each deliverable and its respective due dates in accordance with Attachment B, Schedule of Deliverables. The work plan shall specify, by month, the anticipated completion dates of activities (i.e. public meetings, staff meetings, joint meetings, reports due, etc.) and interim steps to complete the project deliverables;
- b. Identify the working staff and committees and their responsibilities for each deliverable and/or task development; and
- c. Identify a contact person and contact information for the Recipient (local government/ school board).

***The UNIVERSITY will, in cooperation with the RECIPIENT, prepare the Work Plan meeting the requirements outlined above.***

**Deliverable A: Work Plan outlining a schedule of tasks to be completed to finalize deliverables.**

**B. Database Tracking System**

1. Building upon the school concurrency interlocal agreement and comprehensive plan policies developed during the previous pilot initiative, the local government and school board will jointly develop a database system to track and monitor the school concurrency management system. Through the database the Recipient will establish a shared methodology for measuring facility impacts that will maintain the current adopted level of service standards. The database system will use a common countywide system for tracking and monitoring growth as it relates to public school concurrency. The database system shall address:

- a. Shared methodology for measuring facility impacts;
- b. Integration of student enrollment projections with population projections and enrollment trends, with an emphasis on the spatial allocation of these projections throughout the County;
- c. Existing, available, and planned capacity (by school and by concurrency service area for each year of the 5-year planning period);
- d. Number of concurrency certificates issued (by concurrency service area);
- e. Number of residential dwelling units;
- f. Type of residential dwelling units;
- g. Number of exempt building permits issued;
- h. Capacity committed from a particular CSA to a particular development;
- i. Plats;
- j. Building permits;
- k. CIP project timing and financing; and
- l. Additional variables to tracking growth deemed necessary.

The interaction between planning and implementation shall be demonstrated with emphasis on how the system is being managed and balanced, and how the implementation information is being factored into the annual capital improvements planning process.

The tracking database shall consist of an Excel and/or Access database that can be used both with and without a GIS system. The database shall have data fields that can be joined to the spatial data that is used in the GIS system. The model school concurrency database should be formatted to coordinate pertinent comprehensive and school planning data. This system will include techniques and procedures for the timely update of a shared database system to reflect development activity. The Recipient will create an interactive GIS component that provides for updating the database based on "real-time" development activity that is responsive to both the County and School Board's capabilities and desired planning and monitoring efforts.

***The UNIVERSITY will develop a Database Tracking System suitable for general application by school districts and local governments for school concurrency. This "model" system will then be adapted for application in Sarasota County in consideration of data resources and data management capabilities of the school district and the participating local governments. School district and local government officials will be engaged in the development and adaptation of this system through direct consultation and workshops. The RECIPIENT will facilitate the timely participation by the school district and local governments in the provision of data and the review of system suitability and applicability.***

#### **Deliverable B.1: Draft Database Tracking System**

***The UNIVERSITY will prepare the Draft Database Tracking System meeting the requirements prescribed above.***

2. Upon receipt of the Department's comments on the draft database tracking system, the Recipient will test the validity of the system by running concurrency review scenarios and developing mitigation options for selected concurrency service areas. The system developed shall be suitable for application throughout the school district.

***The UNIVERSITY will test the validity of the model by running concurrency review scenarios and developing mitigation options for selected concurrency service areas. The UNIVERSITY will coordinate with the RECIPIENT regarding the selection of scenarios and concurrency service areas.***

In addition, the RECIPIENT shall create a template displaying how implementation information can be tracked and managed, using three or four realistic development scenarios from the community and the planning information in their Comprehensive Plans.

***The UNIVERSITY will create a template displaying how implementation information can be tracked and managed, using three or four realistic development scenarios from the community and the planning information in their Comprehensive Plans. The UNIVERSITY will coordinate with the RECIPIENT regarding the development scenarios to be tested.***

**Deliverable B.2: Final Database Tracking System**, which adequately addresses the Department's comments provided for Deliverable B.1, and includes templates as described in Task B.2 of the Scope of Work.

***The UNIVERSITY will, upon receipt of the comments from the DEPARTMENT, prepare a final draft document meeting the requirements described above.***

### **C. School Concurrency Guidebook**

The RECIPIENT shall develop a guidebook as a complement to the school concurrency management system. The guidebook shall describe the operation of the school concurrency management system; the structure of the management system, County and School board roles and responsibilities, description of intergovernmental coordination efforts, description of procedures and processes as they include joint meetings and committees, function of the staff work groups, and consulting assistance. Further, the guidebook shall discuss key issues or decision points that the City, County, and/or School Board experienced during the preparation of the interlocal agreement(s), public school facilities element(s), capital improvements element(s), and concurrency management system(s). The guidebook will describe, step-by-step, use of the school concurrency management tracking database system, including application forms, procedures, calculations and methods.

#### **Deliverable C.1: Draft School Concurrency Guidebook**

***The UNIVERSITY will, in cooperation with the RECIPIENT, prepare a draft of the School Concurrency Guidebook meeting the requirements described above***

**Deliverable C-2: Final School Concurrency Guidebook**, which adequately addresses the Department's comments provided for Deliverable C.1.



**ATTACHMENT B**  
**Schedule of Deliverables**

The Recipient will submit to the Department the following deliverables which shall document the satisfactory and timely completion of the tasks set forth in the Scope of Work. All deliverables must be approved and accepted by the Department prior to payment.

<b>Deliverables</b>	<b>Deliverable Deadline</b>	<b>Amount Funded</b>
Deliverable A: Work Plan	May 1, 2007	\$2,500
Deliverable B.1: Draft School Concurrency Database Tracking System with GIS Interface	June 1, 2007	\$10,000
Deliverable C.1: Draft School Concurrency Guidebook	June 15, 2007	\$5,000
Deliverable B.2: Final School Concurrency Database Tracking System with GIS Interface	July 1, 2007	\$12,500
Deliverable C.2: Final School Concurrency Guidebook	August 1, 2007	\$5,000
<b>Total</b>		<b>\$35,000</b>

Contract Number: \_\_\_\_\_

**STATE-FUNDED SUBGRANT AGREEMENT**

THIS AGREEMENT is entered into by and between the State of Florida, Department of Community Affairs, with headquarters in Tallahassee, Florida (hereinafter referred to as the "Department"), and Sarasota County School Board, (hereinafter referred to as the "Recipient").

THIS AGREEMENT IS ENTERED INTO BASED ON THE FOLLOWING REPRESENTATIONS:

A. WHEREAS, the Recipient represents that it is fully qualified and eligible to receive these grant funds to provide the services identified herein; and

B. WHEREAS, the Department has received these grant funds from the State of Florida, and has the authority to subgrant these funds to the Recipient upon the terms and conditions hereinafter set forth; and

C. WHEREAS, the Department has authority pursuant to Florida law to disburse the funds under this Agreement.

NOW, THEREFORE, the Department and the Recipient do mutually agree as follows:

(1) SCOPE OF WORK.

The Recipient shall fully perform the obligations in accordance with the Scope of Work, Attachment A of this Agreement.

(2) INCORPORATION OF LAWS, RULES, REGULATIONS AND POLICIES

Both the Recipient and the Department shall be governed by applicable State and Federal laws, rules and regulations.

(3) PERIOD OF AGREEMENT.

This Agreement shall begin upon execution and shall end September 1, 2007, unless terminated earlier in accordance with the provisions of Paragraph (12) of this Agreement.

(4) MODIFICATION OF CONTRACT

Either party may request modification of the provisions of this Agreement. Changes which are mutually agreed upon shall be valid only when reduced to writing, duly signed by each of the parties hereto, and attached to the original of this Agreement.

(5) RECORDKEEPING

(a) The Recipient shall retain sufficient records demonstrating its compliance with the terms of this Agreement, and the compliance of all subcontractors or consultants to be paid from funds provided under this Agreement, for a period of five years from the date the audit report is issued, and shall allow the Department or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The Recipient shall ensure that audit working papers are made available to the Department or its designee, Chief Financial Officer, or Auditor General upon request for a period of five years from the date the audit report is issued, unless extended in writing by the Department, with the following exceptions:

1. If any litigation, claim or audit is started before the expiration of the five year period and extends beyond the five year period, the records will be maintained until all litigation, claims or audit findings involving the records have been resolved.

2. Records for the disposition of non-expendable personal property valued at \$5,000 or more at the time of acquisition shall be retained for five years after final disposition.

3. Records relating to real property acquisition shall be retained for five years after closing of title.

(b) The Recipient shall maintain all records, for the Recipient and for all subcontractors or consultants to be paid from funds provided under this Agreement, including supporting documentation of all program costs, in a form sufficient to determine compliance with the requirements and objectives of the Scope of Work - Attachment A - and all other applicable laws and regulations.

(c) The Recipient, its employees or agents, including all subcontractors or consultants to be paid from funds provided under this Agreement, shall allow access to its records at reasonable times to the Department, its employees, and agents. "Reasonable" shall be construed according to the circumstances but ordinarily shall mean during

normal business hours of 8:00 a.m. to 5:00 p.m., local time, on Monday through Friday. "Agents" shall include, but not be limited to, auditors retained by the Department.

(6) AUDIT REQUIREMENTS

(a) The Recipient agrees to maintain financial procedures and support documents, in accordance with generally accepted accounting principles, to account for the receipt and expenditure of funds under this Agreement.

(b) These records shall be available at all reasonable times for inspection, review, or audit by state personnel and other personnel duly authorized by the Department. "Reasonable" shall be construed according to circumstances, but ordinarily shall mean normal business hours of 8:00 a.m. to 5:00 p.m., local time, Monday through Friday.

(c) The Recipient shall also provide the Department with the records, reports or financial statements upon request for the purposes of auditing and monitoring the funds awarded under this Agreement.

(d) If the Recipient is a nonstate entity as defined by Section 215.97, Fla. Stat., it shall comply with the following:

In the event that the Recipient expends a total amount of State financial assistance equal to or in excess of \$500,000 in any fiscal year of such Recipient, the Recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, Fla. Stat.; applicable rules of the Executive Office of the Governor and the Chief Financial Officer; and Chapters 10.550 (local government entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this Agreement indicates State financial assistance awarded through the Department by this Agreement. In determining the State financial assistance expended in its fiscal year, the Recipient shall consider all sources of State financial assistance, including State funds received from the Department, other state agencies, and other nonstate entities. State financial assistance does not include Federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.

In connection with the audit requirements addressed in this Paragraph 6(d) above, the Recipient shall ensure that the audit complies with the requirements of Section 215.97(7), Fla. Stat. This includes submission of a reporting package as defined by Section 215.97(2)(d), Fla. Stat. and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.

If the Recipient expends less than \$500,000 in State financial assistance in its fiscal year, an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., is not required. In the event that the Recipient expends less than \$500,000 in state financial assistance in its fiscal year and elects to have an audit conducted in accordance with the provisions of Section 215.97, Fla. Stat., the cost of the audit must be paid from the nonstate entity's resources (i.e., the cost of such an audit must be paid from the Recipient's resources obtained from other than State entities). Additional information on the Florida Single Audit Act may be found at the following website:

<http://www.state.fl.us/fsaa/statutes.html>.

(e) Report Submission

1. The annual financial audit report shall include all management letters and the Recipient's response to all findings, including corrective actions to be taken.
2. The annual financial audit report shall include a schedule of financial assistance specifically identifying all Agreement and other revenue by sponsoring agency and Agreement number.
3. Copies of financial reporting packages required under this Paragraph 6 shall be submitted by or on behalf of the Recipient directly to each of the following:

The Department of Community Affairs at each of the following addresses:

Department of Community Affairs  
Office of Audit Services  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

[an electronic copy shall also be submitted to [aurilla.parrish@dca.state.fl.us](mailto:aurilla.parrish@dca.state.fl.us)]  
and

Department of Community Affairs  
(program office)  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100

The Auditor General's Office at the following address:

Auditor General's Office  
Room 401, Claude Pepper Building  
111 West Madison Street  
Tallahassee, Florida 32399-1450

4. Any reports, management letter, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida

Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

5. Recipients, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133 or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the Recipient in correspondence accompanying the reporting package.

(f) In the event the audit shows that the entire funds disbursed hereunder, or any portion thereof, were not spent in accordance with the conditions of this Agreement, the Recipient shall be held liable for reimbursement to the Department of all funds not spent in accordance with these applicable regulations and Agreement provisions within thirty (30) days after the Department has notified the Recipient of such non-compliance.

(g) The Recipient shall have all audits completed in accordance with Section 215.97, Fla. Stat. by an independent certified public accountant (IPA) who shall either be a certified public accountant or a public accountant licensed under Chapter 473, Fla. Stat. The IPA shall state that the audit complied with the applicable provisions noted above. The audit must be submitted to the Department no later than nine (9) months from the end of the Recipient's fiscal year.

(7) REPORTS

The Recipient shall provide such additional program updates or information as may be required by the Department.

(8) MONITORING

The Recipient shall monitor its performance under this Agreement, as well as that of its subcontractors, subrecipients and consultants who are paid from funds provided under this Agreement, to ensure that time schedules are met, the Budget and Scope of Work is accomplished within the specified time periods, and other performance goals stated in this Agreement are achieved. Such review shall be made for each function or activity set forth in Attachment A to this Agreement, and reported in the quarterly report.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised and Section 215.97, Fla. Stat. (see Paragraph (6) AUDIT REQUIREMENTS, above ), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised,

and/or other procedures. By entering into this Agreement, the Recipient agrees to comply and cooperate with all monitoring procedures/processes deemed appropriate by the Department. In the event that the Department determines that a limited scope audit of the Recipient is appropriate, the Recipient agrees to comply with any additional instructions provided by the Department to the Recipient regarding such audit. The Recipient further agrees to comply and cooperate with any inspections, reviews, investigations or audits deemed necessary by the Chief Financial Officer or Auditor General. In addition, the Department will monitor the performance and financial management by the Recipient throughout the contract term to ensure timely completion of all tasks.

(9) LIABILITY.

(a) Unless Recipient is a State agency or subdivision, as defined in Section 768.28, Fla. Stat., the Recipient shall be solely responsible to parties with whom it shall deal in carrying out the terms of this Agreement, and shall hold the Department harmless against all claims of whatever nature by third parties arising out of the performance of work under this agreement. For purposes of this Agreement, Recipient agrees that it is not an employee or agent of the Department, but is an independent contractor.

(b) Any Recipient who is a state agency or subdivision, as defined in Section 768.28, Fla. Stat., agrees to be fully responsible to the extent provided by Section 768.28 Fla. Stat. for its negligent acts or omissions or tortious acts which result in claims or suits against the Department, and agrees to be liable for any damages proximately caused by said acts or omissions. Nothing herein is intended to serve as a waiver of sovereign immunity by any Recipient to which sovereign immunity applies. Nothing herein shall be construed as consent by a state agency or subdivision of the State of Florida to be sued by third parties in any matter arising out of any contract.

(10) DEFAULT.

If any of the following events occur ("Events of Default"), all obligations on the part of the Department to make any further payment of funds hereunder shall, if the Department so elects, terminate and the Department may, at its option, exercise any of its remedies set forth in Paragraph (11), but the Department may make any payments or parts of payments after the happening of any Events of Default without thereby waiving the right to exercise such remedies, and without becoming liable to make any further payment:

(a) If any warranty or representation made by the Recipient in this Agreement or any previous Agreement with the Department shall at any time be false or misleading in any respect, or if the Recipient shall fail to keep, observe

or perform any of the obligations, terms or covenants contained in this Agreement or any previous agreement with the Department and has not cured such in timely fashion, or is unable or unwilling to meet its obligations thereunder;

(b) If any material adverse change shall occur in the financial condition of the Recipient at any time during the term of this Agreement, and the Recipient fails to cure said material adverse change within thirty (30) days from the time the date written notice is sent by the Department.

(c) If any reports required by this Agreement have not been submitted to the Department or have been submitted with incorrect, incomplete or insufficient information;

(d) If the Recipient has failed to perform and complete in timely fashion any of its obligations under this Agreement.

(11) REMEDIES.

Upon the happening of an Event of Default, then the Department may, at its option, upon thirty (30) calendar days prior written notice to the Recipient and upon the Recipient's failure to cure within said thirty (30) day period, exercise any one or more of the following remedies, either concurrently or consecutively:

(a) Terminate this Agreement, provided that the Recipient is given at least thirty (30) days prior written notice of such termination. The notice shall be effective when placed in the United States mail, first class mail, postage prepaid, by registered or certified mail-return receipt requested, to the address set forth in Paragraph (13) herein;

(b) Commence an appropriate legal or equitable action to enforce performance of this Agreement;

(c) Withhold or suspend payment of all or any part of a request for payment;

(d) Exercise any corrective or remedial actions, to include but not be limited to:

1. requesting additional information from the Recipient to determine the reasons for or the extent of non-compliance or lack of performance,

2. issuing a written warning to advise that more serious measures may be taken if the situation is not corrected,

3. advising the Recipient to suspend, discontinue or refrain from incurring costs for any activities in question or

4. requiring the Recipient to reimburse the Department for the amount of costs incurred for any items determined to be ineligible;

(e) Require that the Recipient return to the Department any funds which were used for ineligible purposes under the program laws, rules and regulations governing the use of funds under this program;

(f) Exercise any other rights or remedies which may be otherwise available under



law;

(g) The pursuit of any one of the above remedies shall not preclude the Department from pursuing any other remedies contained herein or otherwise provided at law or in equity. No waiver by the Department of any right or remedy granted hereunder or failure to insist on strict performance by the Recipient shall affect or extend or act as a waiver of any other right or remedy of the Department hereunder, or affect the subsequent exercise of the same right or remedy by the Department for any further or subsequent default by the Recipient.

(12) TERMINATION.

(a) The Department may terminate this Agreement for cause upon such written notice as is reasonable under the circumstances. Cause shall include, but not be limited to, misuse of funds; fraud; lack of compliance with applicable rules, laws and regulations; failure to perform in a timely manner; and refusal by the Recipient to permit public access to any document, paper, letter, or other material subject to disclosure under Chapter 119, Fla. Stat., as amended.

(b) The Department may terminate this Agreement for convenience or when it determines, in its sole discretion, that the continuation of the Agreement would not produce beneficial results commensurate with the further expenditure of funds, by providing the Recipient with thirty (30) calendar days prior written notice.

(c) The parties may agree to terminate this Agreement for their mutual convenience as evidenced by written amendment of this Agreement. The amendment shall establish the effective date of the termination and the procedures for proper closeout of the Agreement.

(d) In the event that this Agreement is terminated, the Recipient will not incur new obligations for the terminated portion of the Agreement after the Recipient has received the notification of termination. The Recipient will cancel as many outstanding obligations as possible. Costs incurred after the date of receipt of notice of the termination will be disallowed. Notwithstanding the above, the Recipient shall not be relieved of liability to the Department by virtue of any breach of Agreement by the Recipient. The Department may, to the extent authorized by law, withhold any payments to the Recipient for purpose of set-off until such time as the exact amount of damages due the Department from the Recipient is determined.

(13) NOTICE AND CONTACT.

(a) All notices provided under or pursuant to this Agreement shall be in writing, either by hand delivery, or first class, certified mail, return receipt requested, to the representative identified below at the address set forth below and said notification attached to the original of this Agreement.

(b) The name and address of the Department contract manager for this Agreement is:

Susan Poplin  
Division of Community Planning  
2555 Shumard Oak Boulevard  
Tallahassee, Florida 32399-2100  
Telephone: (850) 922-1781  
Fax: (850) 488-3309  
Email: susan.poplin@dca.state.fl.us

(c) The name and address of the Representative of the Recipient responsible for the administration of this Agreement is:

Ken Marsh, Director Long Range Planning  
The School Board of Sarasota County  
1960 Landings Blvd., Sarasota, FL 34231-3331  
Telephone: 941-927-9000 ext 31111  
Fax: 941-927-4013  
Email: Ken\_Marsh@Sarasota.k12.fl.us

(d) In the event that different representatives or addresses are designated by either party after execution of this Agreement, notice of the name, title and address of the new representative will be rendered as provided in (13)(a) above.

(14) SUBCONTRACTS

If the Recipient subcontracts any or all of the work required under this Agreement, a copy of the unsigned subcontract must be forwarded to the Department for review and approval prior to execution of the subcontract by the Recipient. The Recipient agrees to include in the subcontract that (i) the subcontractor is bound by the terms of this Agreement, (ii) the subcontractor is bound by all applicable state and federal laws and regulations, and (iii) the subcontractor shall hold the Department and Recipient harmless against all claims of whatever nature arising out of the subcontractor's performance of work under this Agreement, to the extent allowed and required by law. Each subcontractor's progress in performing its work under this Agreement shall be documented in the quarterly report submitted by the Recipient.

For each subcontract, the Recipient shall provide a written statement to the Department as to whether that subcontractor is a minority vendor.

(15) TERMS AND CONDITIONS

This Agreement contains all the terms and conditions agreed upon by the parties.

(16) ATTACHMENTS

(a) All attachments to this Agreement are incorporated as if set out fully herein.

(b) In the event of any inconsistencies or conflict between the language of this Agreement and the attachments hereto, the language of such attachments shall be controlling, but only to the extent of such conflict or inconsistency.

(c) This Agreement has the following attachments:

Exhibit 1 - Funding Sources

Attachment A –Scope of Work

Attachment B – Schedule of Deliverables

(17) FUNDING/CONSIDERATION

This is a fixed fee agreement. As consideration for performance of work rendered under this Agreement, the Department agrees to pay a fixed fee of up to \$35,000.00. Payment will be made in accordance with the provisions of Attachment A (Scope of Work) and Attachment B (Schedule of Deliverables). An invoice shall be submitted with each deliverable which is in detail sufficient for a proper preaudit and postaudit thereof.

If the necessary funds are not available to fund this Agreement as a result of action by Congress, the state Legislature, the Office of the Comptroller or the Office of Management and Budgeting, all obligations on the part of the Department to make any further payment of funds hereunder shall terminate, and the Recipient shall submit its closeout report within thirty (30) days of receipt of notice from the Department.

(18) REPAYMENTS

All refunds or repayments to be made to the Department under this Agreement are to be made payable to the order of "Department of Community Affairs"; and mailed directly to the Department at the following address:

Department of Community Affairs  
Cashier  
Finance and Accounting  
2555 Shumard Oak Boulevard  
Tallahassee FL 32399-2100

In accordance with Section 215.34(2), Fla. Stat., if a check or other draft is returned to the Department for collection, the Department must add to the amount of the check or draft a service fee of Fifteen Dollars (\$15.00) or Five Percent (5%) of the face amount of the check or draft, whichever is greater.

(19) VENDOR PAYMENTS.

Pursuant to Section 215.422, Fla. Stat., the Department shall issue payments to vendors within 40 days after receipt of an acceptable invoice and receipt, inspection, and acceptance of goods and/or services provided in accordance with the terms and conditions of the Agreement. Failure to issue the warrant within 40 days shall result in the Department paying interest at a rate as established pursuant to Section 55.03(1) Fla. Stat. The interest penalty shall be paid within 15 days after issuing the warrant.

Vendors experiencing problems obtaining timely payment(s) from a state agency may receive assistance by contacting the Vendor Ombudsman at (850) 413-5516.

(20) STANDARD CONDITIONS

(a) The validity of this Agreement is subject to the truth and accuracy of all the information, representations, and materials submitted or provided by the Recipient in this Agreement, in any subsequent submission or response to Department request, or in any submission or response to fulfill the requirements of this Agreement, and such information, representations, and materials are incorporated by reference. The lack of accuracy thereof or any material changes shall, at the option of the Department and with thirty (30) days written notice to the Recipient, cause the termination of this Agreement and the release of the Department from all its obligations to the Recipient.

(b) This Agreement shall be construed under the laws of the State of Florida, and venue for any actions arising out of this Agreement shall lie in Leon County. If any provision hereof is in conflict with any applicable statute or rule, or is otherwise unenforceable, then such provision shall be deemed null and void to the extent of such conflict, and shall be deemed severable, but shall not invalidate any other provision of this Agreement.

(c) Any power of approval or disapproval granted to the Department under the terms of this Agreement shall survive the terms and life of this Agreement as a whole.

(d) The Agreement may be executed in any number of counterparts, any one of which may be taken as an original.

(e) The Recipient agrees to comply with the Americans With Disabilities Act (Public Law 101-336, 42 U.S.C. Section 12101 et seq.), if applicable, which prohibits discrimination by public and private entities on the basis of disability in the areas of employment, public accommodations, transportation, State and local government services, and in telecommunications.

(f) A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with any public entity in excess of Category Two for a period of 36 months from the date of being placed on the convicted vendor list or on the discriminatory vendor list.

(g) An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid on a contract to provide goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not award or perform work as a contractor, supplier, subcontractor, or consultant under contract with any public entity, and may not transact business with any public entity.

(h) The State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature, and subject to any modification in accordance with Chapter 216, Fla. Stat. or the Florida Constitution.

(i) All bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper preaudit and postaudit thereof.

(j) If otherwise allowed under this Agreement, all bills for any travel expenses shall be submitted in accordance with Section 112.061, Fla. Stat.

(k) The Department of Community Affairs reserves the right to unilaterally cancel this Agreement for refusal by the Recipient to allow public access to all documents, papers, letters or other material subject to the provisions of Chapter 119, Fla. Stat., and made or received by the Recipient in conjunction with this Agreement.

(l) If the Recipient is allowed to temporarily invest any advances of funds under this Agreement, any interest income shall either be returned to the Department or be applied against the Department's obligation to pay the contract amount.

(m) The State of Florida will not intentionally award publicly-funded contracts to any contractor who knowingly employs unauthorized alien workers, constituting a violation of the employment provisions contained in 8 U.S.C. Section 1324a(e) [Section 274A(e) of the Immigration and Nationality Act ("INA")]. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the INA. Such violation by the Recipient of the employment provisions contained in Section 274A(e) of the INA shall be grounds for unilateral cancellation of this Agreement by the Department.

(n) The Recipient is subject to Florida's Government in the Sunshine Law (Section 286.011, Fla. Stat.) with respect to the meetings of the Recipient's governing board or the meetings of any subcommittee making recommendations to the governing board. All such meetings shall be publicly noticed, open to the public, and the minutes of all such meetings shall be public records, available to the public in accordance with Chapter 119, Fla. Stat.

(21) STATE LOBBYING PROHIBITION. No funds or other resources received from the Department in connection with this Agreement may be used directly or indirectly to influence legislation or any other official action by the Florida Legislature or any state agency.

(22) COPYRIGHT, PATENT AND TRADEMARK

**ANY AND ALL PATENT RIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY RESERVED TO THE STATE OF FLORIDA. ANY AND ALL COPYRIGHTS ACCRUING UNDER OR IN CONNECTION WITH THE PERFORMANCE OF THIS AGREEMENT ARE HEREBY TRANSFERRED BY THE RECIPIENT TO THE STATE OF FLORIDA.**

(a) If the Recipient brings to the performance of this Agreement a pre-existing patent or copyright, the Recipient shall retain all rights and entitlements to that pre-existing patent or copyright unless the Agreement provides otherwise.

(b) If any discovery or invention arises or is developed in the course of or as a result of work or services performed under this Agreement, or in any way connected herewith, the Recipient shall refer the discovery or invention to the Department for a determination whether patent protection will be sought in the name of the State of Florida. Any and

all patent rights accruing under or in connection with the performance of this Agreement are hereby reserved to the State of Florida. In the event that any books, manuals, films, or other copyrightable material are produced, the Recipient shall notify the Department. Any and all copyrights accruing under or in connection with the performance under this Agreement are hereby transferred by the Recipient to the State of Florida.

(c) Within thirty (30) days of execution of this Agreement, the Recipient shall disclose all intellectual properties relevant to the performance of this Agreement which he or she knows or should know could give rise to a patent or copyright. The Recipient shall retain all rights and entitlements to any pre-existing intellectual property which is so disclosed. Failure to disclose will indicate that no such property exists. The Department shall then, under Paragraph (b), have the right to all patents and copyrights which accrue during performance of the Agreement.

(23) LEGAL AUTHORIZATION.

The Recipient certifies with respect to this Agreement that it possesses the legal authority to receive the funds to be provided under this Agreement and that, if applicable, its governing body has authorized, by resolution or otherwise, the execution and acceptance of this Agreement with all covenants and assurances contained herein. The Recipient also certifies that the undersigned possesses the authority to legally execute and bind Recipient to the terms of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized.

SARASOTA COUNTY SCHOOL BOARD:

BY: \_\_\_\_\_

Name and title: \_\_\_\_\_

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

FID# \_\_\_\_\_

STATE OF FLORIDA  
DEPARTMENT OF COMMUNITY AFFAIRS

BY: \_\_\_\_\_

Charles Gauthier, AICP  
Director, Division of Community Planning

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

EXHIBIT – 1

STATE RESOURCES AWARDED TO THE RECIPIENT PURSUANT TO THIS AGREEMENT CONSIST OF THE FOLLOWING:

SUBJECT TO SECTION 215.97, FLORIDA STATUTES:

NOTE: If the resources awarded to the recipient represent more than one State project, provide the same information shown below for each State project and show total state financial assistance awarded that is subject to Section 215.97, Florida Statutes.

Implementation of SB 360, Department of Community Affairs, 52.033 - \$35,000.00

COMPLIANCE REQUIREMENTS APPLICABLE TO STATE RESOURCES AWARDED PURSUANT TO THIS AGREEMENT ARE AS FOLLOWS:

Activities are limited to those in the Scope of Work.

*State awarding agency may elect to use language that requires the recipient to comply with the requirements of applicable provisions of specific laws, rules, regulations, etc. NOTE: Instead of listing the specific compliance requirements as shown above, in the example, the language may state that the recipient must comply with a specific law(s), rule(s), or regulation(s) that pertains to how the awarded resources must be used or how eligibility determinations are to be made. The State awarding agency, if practical, may want to attach a copy of the specific law, rule, or regulation referred to.*

NOTE: Section .400(d) of OMB Circular A-133, as revised, and Section 215.97(5)(a), Florida Statutes, require that the information about Federal Programs and State Projects included in Exhibit 1 be provided to the recipient.



**Attachment A  
Scope of Work**

**Development of Model Database Tracking System for School Concurrency Implementation**

The County and School District participated as a pilot community in the Department's School Concurrency Pilot Community Initiative in Fiscal Year 2005-2006. As a follow-up to that initiative, technical assistance funding is being provided to assist the the community in developing a database tracking system to use in implementing their school concurrency management system. This database tracking system will serve as an example for other Florida communities to use in developing their own implementation programs.

**Tasks:**

**A. Work Plan**

The work plan will provide a description of the tasks and steps that will be completed to produce the deliverables associated with the development of a Model School Concurrency Tracking Database System and must:

- a. Address each deliverable and its respective due dates in accordance with Attachment B, Schedule of Deliverables. The work plan shall specify, by month, the anticipated completion dates of activities ( i.e. public meetings, staff meetings, joint meetings, reports due, etc.) and interim steps to complete the project deliverables;
- b. Identify the working staff and committees and their responsibilities for each deliverable and/or task development; and
- c. Identify a contact person and contact information for the Recipient (local government/ school board).

**Deliverable A: Work Plan outlining a schedule of tasks to be completed to finalize deliverables.**

**B. Database Tracking System**

1. Building upon the school concurrency interlocal agreement and comprehensive plan policies developed during the previous pilot initiative, the local government and school board will jointly develop a database system to track and monitor the school concurrency management system. Through the database the Recipient will establish a shared methodology for measuring facility impacts that will maintain the current adopted level of service standards. The database system will use a common countywide system for tracking and monitoring growth as it relates to public school concurrency. The database system shall address:
  - a. Shared methodology for measuring facility impacts;
  - b. Integration of student enrollment projections with population projections and enrollment trends, with an emphasis on the spatial allocation of these projections throughout the County;
  - c. Existing, available, and planned capacity (by school and by concurrency service area for each year of the 5-year planning period);
  - d. Number of concurrency certificates issued (by concurrency service area);
  - e. Number of residential dwelling units;
  - f. Type of residential dwelling units;
  - g. Number of exempt building permits issued;
  - h. Capacity committed from a particular CSA to a particular development;
  - i. Plats;
  - j. Building permits;
  - k. CIP project timing and financing; and
  - l. Additional variables to tracking growth deemed necessary.

The interaction between planning and implementation shall be demonstrated with emphasis on how the system is being managed and balanced, and how the implementation information is being factored into the annual capital improvements planning process.

The tracking database shall consist of an Excel and/or Access database that can be used both with and without a GIS system. The database shall have data fields that can be joined to the spatial data that is used in the GIS system. The model school concurrency database should be formatted to coordinate pertinent comprehensive and school planning data. This system will include techniques and procedures for the timely update of a shared database system to reflect development activity. The Recipient will create an interactive GIS component that provides for updating the database based on "real-time" development activity that is responsive to both the County and School Board's capabilities and desired planning and monitoring efforts.

**Deliverable B.1: Draft Database Tracking System**

2. Upon receipt of the Department's comments on the draft database tracking system, the Recipient will test the validity of the system by running concurrency review scenarios and developing mitigation options for selected concurrency service areas. The system developed shall be suitable for application throughout the school district. In addition, the Recipient shall create a template displaying how implementation information can be tracked and managed, using three or four realistic development scenarios from the community and the planning information in their Comprehensive Plans.

**Deliverable B.2: Final Database Tracking System**, which adequately addresses the Department's comments provided for Deliverable B.1, and includes templates as described in Task B.2 of the Scope of Work.

**C. School Concurrency Guidebook**

The Recipient shall develop a guidebook as a complement to the school concurrency management system. The guidebook shall describe the operation of the school concurrency management system; the structure of the management system, County and School board roles and responsibilities, description of intergovernmental coordination efforts, description of procedures and processes as they include joint meetings and committees, function of the staff work groups, and consulting assistance. Further, the guidebook shall discuss key issues or decision points that the City, County, and/or School Board experienced during the preparation of the interlocal agreement(s), public school facilities element(s), capital improvements element(s), and concurrency management system(s). The guidebook will describe, step-by-step, use of the school concurrency management tracking database system, including application forms, procedures, calculations and methods.

**Deliverable C.1: Draft School Concurrency Guidebook**

**Deliverable C-2: Final School Concurrency Guidebook**, which adequately addresses the Department's comments provided for Deliverable C.1.

**ATTACHMENT B**  
**Schedule of Deliverables**

The Recipient will submit to the Department the following deliverables which shall document the satisfactory and timely completion of the tasks set forth in the Scope of Work. All deliverables must be approved and accepted by the Department prior to payment.

<b>Deliverables</b>	<b>Deliverable Deadline</b>	<b>Amount Funded</b>
Deliverable A: Work Plan	May 1, 2007	\$2,500
Deliverable B.1: Draft School Concurrency Database Tracking System with GIS Interface	June 1, ,2007	\$10,000
Deliverable C.1: Draft School Concurrency Guidebook	June 15, 2007	\$5,000
Deliverable B.2: Final School Concurrency Database Tracking System with GIS Interface	July 1, 2007	\$12,500
Deliverable C.2: Final School Concurrency Guidebook	August 1, 2007	\$5,000
<b>Total</b>		<b>\$35,000</b>

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