

INTERAGENCY AGREEMENT

Sarasota Coalition on Substance Abuse

4409 Sawyer Road, Sarasota, FL 34232

(941) 922-7233

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The School Board of Sarasota County, Florida

1960 Landings Blvd., Sarasota, FL 34231

(941) 927-9000

This Agreement is entered into this 22nd day of July, 2008, and effective as of July 1, 2008, by and between the Sarasota Coalition on Substance Abuse ("SCOSA") and The School Board of Sarasota County, Florida (the "Board"). The parties agree as follows:

Purpose: Provide community-based support and services relative to the federal grant, "Sarasota Mobilizes Alcohol Reduction in Teens" (SMART).

Sarasota Coalition on Substance Abuse agrees to:

1. Provide two (2) community outreach coordinators to collaborate with Safe School Liaisons for the delivery of Project SMART and associated underage alcohol consumption initiatives.
2. Provide community-based information relative to underage alcohol consumption awareness.
3. Collaborate with local law enforcement in respect to underage alcohol consumption awareness.
4. Build a network of community members and organizations who are united in the mutual goal of changing community norms that encourage underage drinking.
5. Facilitate the development and implementation of the prevention of underage drinking community action plan.
6. Collaborate with local after school club coordinators (such as SADD).
7. Develop and implement responsible beverage seller training curricula.
8. Assure that all volunteers, employees or agents who will be present on school grounds will be fingerprinted and have their backgrounds checked as provided by Florida law. SCOSA's employees and agents will coordinate with the Board to arrange a mutually convenient time for the Board to conduct the fingerprinting. Fingerprinting/background checks will have no cost to the Board. The Board has the right to refuse entry onto its school grounds to any individual whose background check does not meet the requirements established by The Board pursuant to Florida law. Like other visitors to school grounds, SCOSA volunteers, employees or agents will also be subject to RAPTOR screening on school campuses.

9. Hold harmless, indemnify, and defend the Board, its agents, servants, employees, in their official and individual capacity, from any demand, claim, suit loss, cost, expense or damage which may be asserted, claimed or recovered against or from the Board, its agents or employees, in their official or individual capacity, by reason of any damage to property or injury or death of any person which arises out of, is incident to, or in any manner connected with this Agreement. Nothing in the provision is intended to waive the sovereign immunity to which the Board is entitled. This provision shall survive termination of this Agreement and shall be binding on the parties, successors, representatives and assigns and cannot be waived or varied.
10. Complete the assigned initiatives as outlined in the three year SMART Implementation Matrix (See Attachment).

The School Board agrees to:

1. Collaborate with existing student assistance programs and make referrals to community agencies/resources as needed.
2. Link community resources to programs and strategies that serve to improve the safe, drug free and nurturing learning environment for all targeted students at identified schools.
3. Pay to SCOSA the sum of \$188,486 for the first year of the term of this Agreement (July 2008-June 2009) in twelve (12) equal monthly payments of \$15,707 per month commencing July 1, 2008, with the final payment being \$15,709. SCOSA shall invoice the Board monthly and the Board will remit payment within ten (10) business days of receiving the invoice. Future years' services and payment therefore will be based on the availability of grant monies, and compensation for these services shall be an amount mutually agreed upon by the parties for each year subsequent to the initial year of the term of this Agreement, unless the Agreement is terminated early as provided herein.

Both Parties agree:

1. To participate in required grant trainings and regional meetings.
2. That SCOSA is at all times acting and performing as an independent contractor in the performance of all obligations hereunder.
3. This Agreement shall be governed and construed in accordance with the laws of the State of Florida, and sole and exclusive jurisdiction for any action shall be in the Twelfth Judicial Circuit in and for Sarasota County, Florida.
4. Any additions, changes, deletions or modifications to this Agreement must be agreed upon in writing by both parties.

5. Cooperate with the evaluator annually by maintaining records on how the program is operating and the extent the project goals and objectives are being met.

6. This Agreement shall commence July 1, 2008, and terminate June 30, 2011. Either party may terminate this Agreement at any time without cause by giving thirty days written notice to the other party.

Signed: _____
Curtis Lavarello, Executive Director
Sarasota Coalition on Substance Abuse

Date: _____

Signed: _____
Dr. Kathy Kleinlein, Chair
The School Board of Sarasota County, Florida

Date: _____

Approved for Legal Content
July 10, 2008, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH