

INTERAGENCY AGREEMENT

Sarasota Coalition on Substance Abuse

1130 Indian Hills Blvd., Venice, FL 34293

(941) 928-4435

&

The School Board of Sarasota County, Florida

1960 Landings Blvd., Sarasota, FL 34231

(941) 927-9000

This Agreement is entered into this 4th day of November, 2014, and effective as of October 1, 2014, 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 Against Violence" (SAVE).

Sarasota Coalition on Substance Abuse agrees to:

1. Provide one community outreach coordinator and one parent liaison to collaborate with school/district staff for the delivery of Project SAVE and associated violence prevention initiatives.
2. Provide community-based information relative to violence prevention awareness.
3. Collaborate with local law enforcement in respect to violence awareness.
4. Build a network of community members and organizations who are united in the mutual goal of changing community norms that encourage violence.
5. Collaborate with local after school program coordinators (such as, but not limited to SADD, 21st Learning Community Learning Center, Girls Inc, Boys and Girls Clubs and CYD).
6. 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.

7. 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.

8. Complete the assigned initiatives as outlined in the five year SAVE grant objectives and activities.

9. Comply with Florida's Public Records Law including:

a) keeping and maintaining public records that ordinarily and necessarily would be required by the Board in order to perform the service;

b) providing the public with access to public records on the same terms and conditions that the Board would provide the records and at a cost that does not exceed the cost provided in this chapter or as otherwise provided by law;

c) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and

d) meeting all requirements for retaining public records and transfer, at no cost, to the Board all public records in possession of SCOSA upon termination of the Agreement and destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Board in a format that is compatible with the information technology systems of the Board.

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 \$227,013.00 for the first year of the term of this Agreement (October 2014-September 2015) in twelve (12) equal monthly

payments of \$18,917.75 per month commencing October 1, 2014 and a final monthly payment in September 2015. Year Two total is \$300,181.00, Year Three is \$317,738.00, Year Four is \$329,492.00 and Year Five is \$336,449.00. These subsequent years will be in twelve (12) payments. SCOSA shall invoice the Board monthly and the Board will remit payment within thirty (30) business days of receiving the invoice. All payments will be based on the availability of grant monies, 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 October 1, 2014, and terminate September 30, 2019. Either party may terminate this Agreement at any time without cause by giving thirty days written notice to the other party. In the event of such termination, neither party will owe the other any further performance under this Agreement upon the expiration of thirty days.

Signed: _____

Date: _____

Paul Sutton, Executive Director
Sarasota Coalition on Substance Abuse

Signed: _____

Date: _____

Jane Goodwin, Chair
The School Board of Sarasota County, Florida

Approved for Legal Content
October 8, 2014, by Matthews, Eastmoore,
Hardy, Crauwels & Garcia, Attorneys for
The School Board of Sarasota County, Florida
Signed: ASH