

INTERLOCAL AGREEMENT

THIS INTERLOCAL AGREEMENT ("Agreement") is made and entered into this 18th day of June, 2015, by and between the **University of Florida Board of Trustees**, a public body corporate of the State of Florida ("University"), for the benefit of the Florida Resilient Communities Initiative ("FRCI"), established by the College of Design, Construction and Planning (DCP) in collaboration with the Program for Resource Efficient Communities (PREC) in the Institute for Food and Agricultural Sciences (IFAS), whose address is PO Box 115500 Gainesville, FL 32611-5701 and **Manatee County** ("Manatee"), a political subdivision of the State of Florida, whose address is P. O. Box 1000, Bradenton, FL 34206-1000, (collectively "the parties").

WITNESSETH

WHEREAS, Section 163.01, Florida Statutes, otherwise known as the Florida Interlocal Cooperation Act of 1969 ("Act"), permits public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and 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, The parties are entering into Agreement pursuant to the Act; and

WHEREAS, University through FRCI provides educational and consultation services to the people of the State of Florida on subjects relating to community resiliency, urban and regional design, construction, comprehensive planning, and land development controls to ensure that the findings of research in these areas are communicated to the people in their communities; and

WHEREAS, the research program contemplated by Agreement is of mutual interest and benefit to the parties and will further the instructional and research objectives of University in a manner consistent with its status as a non-profit, tax-exempt, land grant educational institution, and may derive benefits for both Manatee and University through inventions, improvements and/or discoveries; and

WHEREAS, the parties desire to memorialize other responsibilities and agreements with respect to providing continuing consultation services for community resiliency, urban and regional design, construction, comprehensive planning, and land development controls.

NOW, THEREFORE, in consideration of the mutual covenants, promises and conditions contained herein, it is mutually agreed by and between the parties to Agreement as follows:

1. **Recitals.** The recitals contained above are true and correct and form a factual basis for the parties entering into Agreement.

2. Intent and Purpose. The intent and purpose of Agreement is to establish a relationship and responsibilities between the parties for continuing consultation services, including but not limited to community resiliency, urban and regional design, construction, comprehensive planning, and land development controls.
3. Term. The term of Agreement is 10 (ten) years, unless extended by mutual agreement of the parties.
4. Definitions. As used in Agreement, the following terms have the following meanings:
 - a. "Project" means the description of the undertakings appended to Agreement in the General Scope of Services provided in Appendix A to Agreement and Specific Tasks provided in Appendix B to Agreement, as amended from time to time.
 - b. "Principal Investigator" means the University faculty member who has the responsibility of monitoring the technical, scientific, programmatic and administrative aspects of Agreement.
 - c. "Project Team" means University faculty, staff, students, and professional subcontractors selected by the parties to accomplish Project.
 - d. "Project Coordinator" means the individual selected by University to coordinate the efforts of the parties and subconsultants selected by the parties to accomplish Project.
 - e. "University Intellectual Property" means individually and collectively all inventions, improvements and/or discoveries conceived and/or made by Project Team in performance of Project.
5. Research Work.
 - a. University will commence the performance of Project promptly on or after Agreement's start date provided Agreement has been fully executed by the parties. University will use reasonable efforts to perform the Project in accordance with the terms and conditions of Agreement.
 - b. In the event Principal Investigator becomes unable or unwilling to continue Project, and a mutually acceptable substitute is not available, University and/or Manatee will have the option to terminate Project.
6. Deliverables. Principal Investigator will deliver written Project progress reports as follows to Manatee's Project Manager:

<u>Report Type</u>	<u>Due No Later than</u>
Quarterly Narrative Report	Upon Request August 1, 2015, and the first day of every third month following
Annual Narrative Report	August 1, 2015, and of each subsequent year
Final Narrative Report	45 days from Agreement end date

These narrative reports should provide an assessment of what has been accomplished during the reporting period with the final report covering the entire Agreement period. The Annual Narrative Report will include the contemporaneous Quarterly Narrative Report.

7. Manatee's Contributions.

- a. Manatee will provide all office space, office supplies, office equipment (desk, chairs, computers, etc.) and communication resources for Project Coordinator.
- b. Manatee will provide, as calculated in Appendix C to Agreement, 10 percent of the full time equivalent (FTE) for the Principal Investigator.
- c. It is acknowledged and agreed by the parties that the funding contributions set forth in Appendix C to Agreement will be subject to adjustment each year to account for foreseeable and normal cost increases, such as increases in salaries and insurance.
- d. Manatee agrees to pay University for the work to be conducted under Agreement in accordance with the schedule attached as Appendix C to Agreement and upon receipt of each University invoice.
- e. University invoices will be remitted to:

Melissa M. Wendel
Manatee County Purchasing Official
P. O. Box 1000, Bradenton, FL 34206-1000

8. Scoping. Appendix A to Agreement provides the Project's general scope of services agreed to by the parties. From time to time, the parties may agree to amend Agreement by adding additional specific tasks to Appendix B to Agreement in accordance with the procedure provided in Appendix A to

Agreement. *See* Appendix A for General Scope and Appendix B for Specific Tasks.

9. University Contributions.

- a. University will provide leadership for administration and supervision of University employees, students, and professional subcontractors.
- b. University will provide University employees, students, and professional subcontractors with training programs, as appropriate, to maintain effective service delivery.

10. Publicity. Manatee will not use the name of University, nor of any member of University Project Team, in any publicity, advertising, or news release without the prior written approval of University. University will not use the name of Manatee, or any employee of Manatee, in any publicity without the prior written approval of Manatee Project Manager.

11. Publications.

- a. Manatee recognizes that under University policy, the results of Project must be publishable and agrees that Project Team will be permitted to present at symposia, national, or regional professional meetings, and to publish in journals, theses, dissertations, or otherwise of their own choosing, methods and results of Project, provided, however, that Manatee will have been furnished copies of any proposed publication or presentation at least thirty (30) days in advance of the submission of such proposed publication or presentation to a journal, editor, or other third party.
- b. Manatee will have thirty (30) days, after receipt of said copies, to object to such proposed presentation or proposed publication because there is patentable subject matter that needs protection. In the event that Manatee makes such objection, Project Team will refrain from making such publication or presentation for a maximum of three (3) months from date of receipt of such objection in order for University to file patent application(s) with the United States Patent and Trademark Office and/or foreign patent office(s) directed to the patentable subject matter contained in the proposed publication or presentation.
- c. If Manatee does not respond within the thirty (30) days, Project Team will have the right to publish the results without further notification or obligation to Manatee.

12. Intellectual Property.

- a. All rights and title to University Intellectual Property under Project will belong to University and will be subject to the terms and conditions of Agreement.
- b. Rights to inventions, improvements and/or discoveries, whether patentable or copyrightable or not, relating to Project made solely by employees of Manatee will belong to Manatee. Such inventions, improvements, and/or discoveries will not be subject to the terms and conditions of Agreement.
- c. University will promptly notify Manatee of any University Intellectual Property conceived and/or made during Agreement Term under Project. If Manatee directs that a patent application or application for other intellectual property protection be filed, University will promptly prepare, file, and prosecute such U.S. and foreign application in University's name. Manatee will bear all costs incurred in connection with such preparation, filing, prosecution, and maintenance of U.S. and foreign application(s) directed to said University Intellectual Property. Manatee will cooperate with University to assure that such application(s) will cover, to the best of Manatee's knowledge, all items of commercial interest and importance. While University will be responsible for making decisions regarding scope and content of application(s) to be filed and prosecution thereof, Manatee will be given an opportunity to review and provide input thereto. University will keep Manatee advised as to all developments with respect to such application(s) and will promptly supply to Manatee copies of all papers received and filed in connection with the prosecution thereof in reasonable time for Manatee to comment thereon.
- d. If Manatee elects not to exercise its option as set forth in section 13.a., below, or decides to discontinue the financial support of the prosecution or maintenance of the protection, University will be free to file or continue prosecution or maintain any such application(s), and to maintain any protection issuing thereon in the U.S. and in any foreign country at University's sole expense and with no further obligation to Manatee.

13. Grant of Rights.

- a. Pursuant to section 12.d., above, University grants Manatee the first option, for consideration, a non-exclusive license or an exclusive license with a right to sublicense, on terms and conditions upon which the parties mutually agree. The option will extend for a time period of 90 days from the date of disclosure to Manatee.
- b. University's Office of Technology Licensing will be the point of contact for disclosures and University Intellectual Property licensing agreements.

14. Office Policies.
- a. The parties will remain separately responsible for compliance with the Americans with Disabilities Act at their respective facilities. Each party remains responsible for providing access to any facility or building owned by such party in compliance with the Americans with Disabilities Act.
 - b. The Principal Investigator will not be classified under a Manatee classification system.
 - c. The parties will cooperate to maintain a safe and comfortable workplace environment consistent with established workplace practices.
15. Subcontractors. From time to time the continuing consultation services including, but not limited to, community resiliency, urban and regional design, construction, comprehensive planning, and land development controls will require University to contract with professional practitioners for execution of the projects and tasks appended to Agreement. In those instances, the following will apply:
- a. University will establish minimum requirements and qualifications for the professional subcontractors to be selected. University will receive and examine curriculum vitae and other qualifications for the professional subcontractors. University will interview and screen professional subcontractors to determine their qualifications and availability for consultation.
 - b. University will recommend to Manatee qualified professional subcontractors.
 - c. The parties will jointly agree on the professional subcontractors to be hired by University.
16. Independent Contractor. In the performance of all services hereunder:
- a. University is an independent contractor and, as such, University will not be entitled to any benefits applicable to employees of Manatee.
 - b. Neither party is authorized or empowered to act as agent for the other for any purpose and will not on behalf of the other enter into any agreement, contract, warranty, or representation as to any matter. Neither will be bound by the acts or conduct of the other.

17. Insurance.
 - a. University warrants and represents that University has adequate liability insurance, such protection being applicable to officers, employees, and agents while acting within the scope of their employment by University, and University has no liability insurance policy as such that can extend protection to any other person.
 - b. Each party hereby assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that party and the officers, employees, and agents thereof.
18. Amendments. Agreement will only be amended through written consent of both parties to Agreement by and through the Principal Investigator and the Manatee Project Manager.
19. Termination.
 - a. Either of the parties may terminate Agreement upon thirty (30) days prior written notice to the other.
 - b. In the event that either of the parties commits any breach of or default in any of the terms or conditions of Agreement, and also fails to remedy such default or breach within sixty (60) days after receipt of written notice thereof from the other party hereto, the party giving notice may, at its option and in addition to any other remedies that it may have at law or in equity, terminate Agreement by sending notice of termination in writing to the other party to such effect, and such termination will be effective as of the date of the receipt of such notice. Agreement will continue in full force and effect unless terminated by Manatee or University.
 - c. Subject to section 13, termination of Agreement by either party for any reason will not affect the rights and obligations of the parties accrued prior to the effective date of termination of Agreement. No termination of Agreement, however effectuated, will affect Manatee's rights and duties under section 12 hereof, or release the parties hereto from their rights and obligations under sections 7, 10, 11, 12, 13, and 16.
 - d. Upon any termination hereof, University Principal Investigator will issue a final report that summarizes the progress made hereunder. Manatee will compensate University for the work accomplished through the date of termination.
20. Notice. Any notice or other document required to be given pursuant to Agreement by one party to another will be in writing and will be delivered

personally, or by recognized overnight courier or sent by certified mail, postage prepaid, return receipt requested, or by facsimile transmission with written confirmation. Written notice will be sent to the parties to Agreement at the addresses contained herein.

21. Severability. In the event any term or provision of Agreement is determined by appropriate judicial authority to be illegal or otherwise invalid, such provision will be given its nearest legal meaning or be construed as deleted, as such authority determines, and the remainder of Agreement will be construed to be in full force and effect.
22. Governing Law. Agreement is governed by, and will be construed and interpreted in accordance with, the laws of the State of Florida. Venue for any litigation will be Manatee County, Florida.
23. Successors in Interest. Agreement is binding upon and will inure to the benefit of the parties' successors and assigns. No party may assign its rights under Agreement without the prior written consent of the other party.

IN WITNESS WHEREOF, the parties have executed or have caused Agreement to be duly executed in several counterparts, each of which counterpart is considered an original executed copy of Agreement, the day and year first written above.

University of Florida Board of Trustees for the
benefit of the Florida Resilient Communities
Initiative established in the College of Design,
Construction, and Planning

Kristina
ATTEST:

By: SP-

MANATEE COUNTY BOARD OF
COUNTY COMMISSIONERS

ATTEST:



Larry Busto
Chairman 11/19/13

ATTEST: R. B. SHORE
CLERK OF CIRCUIT COURT
BY: R. B. Shore, D.C.
DEPUTY CLERK

APPENDIX A

GENERAL SCOPE OF SERVICES

I. PROJECT CONTROL

University will:

- A. Develop and maintain a system tracking all critical events, both scheduled and actual, for Project Agreement and submit a report of same to the Manatee Project Manager on a quarterly basis.
- B. Designate a Project Coordinator to participate in Project meetings on an as required basis with the Manatee Project Manager to relate current status of overall Project schedule, noting exceptions and suggesting actions required to correct schedule exceptions.

II. QUALITY CONTROL

University will:

- A. Provide quality assurance and performance tracking of each task assigned under Project Agreement.
- B. Insure delivery schedules and the integrity of the products.
- C. Be responsible for errors and omissions.

III. PERSONNEL

University will:

- A. Provide qualified personnel to effectively carry out University responsibilities under Project Agreement.
- B. Utilize only competent subcontractors, qualified by experience and education, and who are acceptable to both University and the Manatee Project Manager.
- C. Make changes in the professional personnel working on activities pursuant to this Agreement only with the written approval of the Manatee Project Manager.
- D. Arrange for the Project Coordinator to be present for project meetings as requested by the Manatee Project Manager.

IV. GENERAL SCOPE OF ONGOING PLANNING CONSULTATION SERVICES

University will:

- A. Conduct planning efforts, research, analysis other services related to the implementation and management of Manatee's *How Will We Grow?* project, the Urban Land Institute report for Manatee, and other general planning consultation services as directed. These activities will include, but shall not be limited to:

1. Demographic studies;
2. Plans for neighborhoods, communities and specific areas of the county;
3. Parks and recreation planning;
4. Statistical analyses;
5. Redevelopment and infill impediment analyses and planning.

V. ORDERING OF SERVICES

Tasks will refer to the sequential ordering of services under a Work Assignment as follows:

- A. The Manatee Project Manager will notify University of the services required.
- B. Within ten (10) business days of notification, University will respond with a proposed Work Assignment that includes:
 1. Summary details of the work to be performed.
 2. A work schedule detailing the progression of the services to be performed and associated costs.

Upon the Manatee Project Manager's written approval of the proposed Work Assignment, University will:

- C. Prepare and coordinate all required documents and presentations for Manatee's adoption of policies/amendments, including preparation of presentations to the Board of County Commissioners for final adoption.
- D. Make presentations to Board of County Commissioners, public, and other agencies requested by the Manatee Project Manager
- E. Arrange for delivery and pick-up of all documents.
- F. Initiate and coordinate meetings with the Manatee Project Manager and regulatory agencies, as requested.

APPENDIX B

SPECIFIC TASKS UNDER THE GENERAL SCOPE OF SERVICES (APPENDIX A)

I. INITIAL TASKS. The following is a list of potential initial tasks that will undergo a detailed scope development which are subject to review and approval of both parties. Project schedules will be determined with scopes.

- A. Redevelopment Planning
 - B. Community Planning
 - C. Placemaking
 - D. Land Use Planning
 - E. Parks & Green Infrastructure Planning
 - F. Demographic, Employment, Housing Analysis and other research.
 - G. Green Building & Energy Conservation Planning
 - H. Climate Change Analysis & Mitigation Strategies
 - I. Development Review Process Assistance
 - J. Geographic Information Systems and Land-Use Conflict Identification Strategy (LUCIS) Modeling.
 - K. Transportation Planning
 - L. Other tasks as appropriate.
- II. SUBSEQUENT TASKS

The Manatee Project Manager will prioritize, schedule, and may order subsequent Tasks to be performed by University under this Agreement. These tasks will be determined according to the procedures provided in Section V of Appendix A (General Scope of Services) and scoping meetings with the Project Coordinator. The Work Assignments established through that process will be appended to this Appendix B (Specific Tasks under the General Scope of Services) upon Manatee Project Manager approval.

APPENDIX C

EXAMPLE BUDGET AND SCHEDULE FOR SPECIFIC TASKS

FIXED FEE AND PAYMENT SCHEDULE.

Manatee agrees to pay University a fixed fee in the amount not to exceed \$ [INSERT TOTAL AMOUNT] for the following Work Assignment(s) to be conducted under this Agreement in accordance with the following schedule and receipt of UF invoice:

[INSERT WORK ASSIGNMENT(S) AND DELIVERABLES]

[INSERT PAYMENT SCHEDULE]

University Invoices are to be remitted to:

University of Florida
Office of Contracts and Grants
123 Grinter Hall
PO Box: 113001
Gainesville, FL 32611-3001

November 19, 2013 - Regular Meeting
Agenda Item #11

Approved in Open Session 11/19/13,
Manatee Board of County Commissioners

Subject

Interlocal Agreement with the University of Florida

Briefings

None

Contact and/or Presenter Information

John Osborne, AICP, Planning Official
Building and Development Services Department

Action Requested

Approval of interlocal agreement with the University of Florida.

Enabling/Regulating Authority

The Board of County Commissioners, via Section 163.01, Florida Statutes, otherwise known as the Florida Interlocal Cooperation Act of 1969 ("Act"), permits public agencies to make the most efficient use of their powers by enabling them to cooperate with each other on a basis of mutual advantage and 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.

Background Discussion

- Manatee County occasionally utilizes the services of area universities to assist with planning, research, and other tasks that mutually benefit both organizations.
- The University of Florida may be utilized for a variety of purposes to include assisting with implementation of the How Will We Grow? project.
- This interlocal agreement provides a mechanism through which we can contract for specific services with UF staff and their related resources. Adding UF will increase the resources available to staff and is necessary to move the How Will We Grow? project forward.
- UF provides a potential cost saving option to the County in accomplishing various related tasks instead of hiring additional staff or consultants.
- Future work assignments/scopes will be on an "as-needed" basis.
- Future work assignments/scopes of work will follow the County's purchasing policies.

County Attorney Review

Other (Requires explanation in field below)

Explanation of Other

William Clague reviewed this item.

Reviewing Attorney

N/A

Instructions to Board Records

Please provide three original signed agreements to John Osborne. **Three Orig. agmts to J. Osborne - to return 1 fully executed agmt to Bd Rcds, 11/20/13, RLL**

Cost and Funds Source Account Number and Name

To be determined with future work assignments/scopes

Amount and Frequency of Recurring Costs

To be determined with future work assignments/scopes

Attachment: [UF INTERLOCAL AGREEMENT.pdf](#)

Attachment: [INTERLOCAL APPENDIX A.pdf](#)

Attachment: [INTERLOCAL APPENDIX B.pdf](#)

Attachment: [INTERLOCAL APPENDIX C.pdf](#)

From: [Robin Liberty](#)
To: ["John Osborne"](#)
Subject: RE: BCC Mtg: 11/19/13: Interlocal Agreement w/University of Florida - How Will We Grow (OUTSTANDING DOCUMENT)
Date: Friday, February 27, 2015 1:03:00 PM

Hi John,

Thank you for responding so timely.

I look forward to receiving the fully-executed document.

Thank you,

Robin Liberty

Board Records Deputy Clerk, Enterprise Content
For R.B. "Chips" Shore
Manatee County Clerk of the Circuit Court & Comptroller
www.manateeclerk.com
robin.liberty@manateeclerk.com
941-741-4018

"Pride in Service with a Vision to the Future"



Florida has a very broad Public Records Law. This agency is a public entity and is subject to Chapter 119 of the Florida Statutes, concerning public records. E-mail communications are covered under such laws & therefore e-mail sent or received on this entity's computer system, including your e-mail address, may be disclosed to the public or media upon request.

From: John Osborne [mailto:john.osborne@mymanatee.org]
Sent: Friday, February 27, 2015 12:38 PM
To: Robin Liberty
Cc: Bobbi Roy
Subject: RE: BCC Mtg: 11/19/13: Interlocal Agreement w/University of Florida - How Will We Grow (OUTSTANDING DOCUMENT)

We are actually close to hiring them for some work. So UF will finally sign the contract I believe. Will advise.

John Osborne, AICP
Planning Official
Manatee County Government

Building & Development Services Department

1112 Manatee Ave W

Bradenton, FL 34205

(941) 748-4501 x6825

John.Osborne@mymanatee.org

From: Robin Liberty [<mailto:robin.liberty@ManateeClerk.com>]

Sent: Friday, February 27, 2015 9:46 AM

To: John Osborne

Cc: Bobbi Roy

Subject: BCC Mtg: 11/19/13: Interlocal Agreement w/University of Florida - How Will We Grow (OUTSTANDING DOCUMENT)

Importance: High

Good Morning,

THIS IS A FRIENDLY REMINDER TO PROVIDE BOARD RECORDS WITH AN OUTSTANDING DOCUMENT.

In the meeting of November 19, 2013, the BCC approved execution of the Interlocal Agreement with University of Florida Board of Trustees to assist with the implementation of the How will We Grow project.

As written in the Instructions to Board Records on the agenda memo, Board Records provided three, original executed agreements to John Osborne, to return one, fully-executed agreement signed by FDOT, to us. We have not yet received the fully-executed original for County Commission records, and the official record is not complete.

Please check your files and forward to us the one, fully-executed original.

Thank you for your patience and follow-up on this outstanding document.

(Attached is the agenda package & documentation to refresh your memory)

Thank you.

Robin Liberty

Board Records Deputy Clerk, Enterprise Content

For R.B. "Chips" Shore

Manatee County Clerk of the Circuit Court & Comptroller

www.manateeclerk.com

robin.liberty@manateeclerk.com

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From: [Robin Liberty](#)
To: ["john.osborne@mymanatee.org"](mailto:john.osborne@mymanatee.org)
Subject: BCC Mtg 11/19/13: Item 11: Interlocal Agreement w/University of Florida
Date: Wednesday, November 20, 2013 11:24:00 AM

Hi John,

Three, executed Interlocal Agreements with University of Florida are ready for you to pick up in Board Records Department, in the historic Courthouse, at your convenience. Please return the one, fully-executed agreement to Board Records Dept, to my attention.

Thank you,

Robin Liberty

Board Records Minutes Secretary, Enterprise Content
For R.B. "Chips" Shore
Manatee County Clerk of the Circuit Court & Comptroller
www.manateeclerk.com
robin.liberty@manateeclerk.com
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