AGREEMENT FOR SERVICES

THIS AGREEMENT is entered into by and between Okaloosa County School Board, (hereafter "Sponsor") and The University of West Florida (hereafter "University") acting for and on behalf of the University Board of Trustees, a public body corporate of the State of Florida and its assigns and/or successors.

The terms of this Agreement are intended to provide the administrative framework for Sponsor and the University (the Parties) to cooperate in the performance of this project. The University shall make all reasonable efforts to perform the scope of work as outlined in Appendix A.

ARTICLE I – STATEMENT OF WORK

The University shall provide all the necessary personnel and facilities to conduct the work of this agreement.

ARTICLE II – PERIOD OF PERFORMANCE

This Agreement shall begin January 25, 2004 or upon execution, which ever is later, and shall not extend beyond August 31, 2004 unless the period is extended by modification of this Agreement. Final deliverables will be provided to Sponsor as specified in Appendix A. University staff will be available for follow up consultation and assistance to the Sponsor regarding project deliverables through ending date of Agreement at no additional cost unless amount and scope of work is modified by amendment to this Agreement.

ARTICLE III – FINANCIAL SUPPORT

$12,060.00.

This is a fixed price Agreement in the amount of $14,960.00. Numbered invoices from University shall be sent to Sponsor in accordance with Appendix A. The invoices shall contain sufficient detail to enable the Sponsor to review and approve for payment. The financial representatives and billing addresses for each party are shown below. Sponsor will provide these dedicated funds, but no other additional monies, to the University upon completion and filing of invoices of its expenditures. Payments to the University will be delivered in 1 installment within 30 days of receipt of an invoice. Payment will be made to the following address:

<table>
<thead>
<tr>
<th>SPONSOR</th>
<th>UNIVERSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lisa Sundy</td>
<td>Dennis Overhaller, Assistant Controller</td>
</tr>
<tr>
<td>Okaloosa County School District</td>
<td>Controller's Office</td>
</tr>
<tr>
<td>120 Lowery Place SE</td>
<td>The University of West Florida</td>
</tr>
<tr>
<td>Ft. Walton Beach, FL</td>
<td>11000 University Parkway</td>
</tr>
<tr>
<td>(850) 833-3165 (850) 833-3156 (fax)</td>
<td>Pensacola FL 32514-5750</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:sundyl@mail.okaloosa.k12.fl.us">sundyl@mail.okaloosa.k12.fl.us</a></td>
<td>(850)474-3040 voice; (850)474-3053 fax</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:cloverhal@uwf.edu">cloverhal@uwf.edu</a></td>
<td>E-mail: <a href="mailto:cloverhal@uwf.edu">cloverhal@uwf.edu</a></td>
</tr>
</tbody>
</table>

Budgeted funds may be reallocated between expenditure categories at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced here. The following information is required for compliance with University's applicable audit requirements.

Paul Frederick
Okaloosa County School District
Parent Survey
This funding does not originate from a Federal source.

If the funding for this Agreement originates from a Federal prime source, the following information is required.

CPDA Number: __ __ __ __ __ __ __ __ __ __ __ __ __ __
Prime Agency Award Number: __________________________
Name of Funding Agency: _____________________________
Name of Funding Agency Program: ____________________

ARTICLE IV – ADMINISTRATIVE CONSIDERATION

The policies of University concerning all financial expenditures shall meet all applicable local, state and federal regulations.

ARTICLE V – ADMINISTRATIVE PERSONNEL

TECHNICAL/PROJECT CONTACTS

<table>
<thead>
<tr>
<th>SPONSOR</th>
<th>UNIVERSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Horton</td>
<td>Paul Frederick, Stat Research Coordinator</td>
</tr>
<tr>
<td>Okaloosa County School District</td>
<td>Division of Technology and Research</td>
</tr>
<tr>
<td>120 Lowery Place SE, Ft. Walton Beach, FL</td>
<td>Pensacola FL 32514-5750</td>
</tr>
<tr>
<td>(850) 833-3160 voice; (850) 833-3161 fax</td>
<td>(850) 474-2242 voice; (850) 857-6465 fax</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:hortons@mail.okaloosa.k12.fl.us">hortons@mail.okaloosa.k12.fl.us</a></td>
<td>E-mail: <a href="mailto:pfrederi@uwf.edu">pfrederi@uwf.edu</a></td>
</tr>
</tbody>
</table>

CONTRACTUAL CONTACTS

<table>
<thead>
<tr>
<th>SPONSOR</th>
<th>UNIVERSITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Steve Horton</td>
<td>Carol Rafalski</td>
</tr>
<tr>
<td>Okaloosa County School District</td>
<td>Office of Research</td>
</tr>
<tr>
<td>120 Lowery Place SE, Ft. Walton Beach, FL</td>
<td>Pensacola FL 32514-5750</td>
</tr>
<tr>
<td>(850) 833-3160 voice; (850) 833-3161 fax</td>
<td>(850) 474-2825 voice; (850) 474-2082 fax</td>
</tr>
<tr>
<td>E-mail: <a href="mailto:hortons@mail.okaloosa.k12.fl.us">hortons@mail.okaloosa.k12.fl.us</a></td>
<td>E-mail: <a href="mailto:crafalsk@uwf.edu">crafalsk@uwf.edu</a></td>
</tr>
</tbody>
</table>

ARTICLE VI – AUDIT

All costs incurred in the performance of this Agreement will be subject to audit by the cognizant audit agency, the Sponsor's, and the University's audit requirements.

The University will permit Sponsor's auditors, other knowledgeable staff, or auditors engaged by Sponsor, whichever is appropriate, to have access to the records and financial statements as necessary to comply with OMB Circular A-133, [Subpart D, paragraph 400(d) (3)].

The University will abide by any requirements imposed on the subrecipient by Federal laws, regulations, and the provisions of the award agreement as well as any supplemental requirements imposed by Sponsor as required by OMB Circular A-133, [Subpart D, paragraph 400(d) (2)].

Paul Frederick
Okaloosa County School District
Parent Survey
The University will make available upon request a copy of their latest annual audit report and management response to findings or its equivalent.

ARTICLE VII – TERMINATION

Either party may terminate this Agreement for cause or for convenience upon thirty (30) day written notification to the other. In the event of termination, the University will be reimbursed for all costs incurred and any non-cancelable obligations properly incurred through the date of termination.

ARTICLE VIII – MODIFICATIONS

Modifications to this Agreement may be made only in writing by authorized signatories of both parties.

ARTICLE IX – GENERAL

The terms of this Agreement shall supercede all previous correspondence, documents, or materials related to this project. No modification to the terms of this Agreement shall be valid unless made in writing and signed by authorized representatives of the parties. This Agreement is governed according to the laws of the State of Florida and the parties stipulate that venue for any action or proceeding relating to the subject matter of this Agreement shall be in Okaloosa County.

ARTICLE X – DISCLOSURE

The parties acknowledge that this Agreement and any related financial records, audits, reports, plans, correspondence, and other documents may be subject to disclosure to members of the public pursuant to Chapter 119, Florida Statutes, as amended. In the event a party fails to abide by the provisions of Chapter 119, Florida Statutes, the other party may, without prejudice to any right or remedy and after giving that party, seven (7) day written notice, during which period the party fails to allow access to such documents, terminate this Agreement.

ARTICLE XI – ENCUMBRANCE

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered, under any circumstances by the parties without the prior written consent of the other party. However, the Agreement shall run with the parties hereto and their successors.

ARTICLE XII – HEADINGS

Headings and subtitles used throughout this Agreement are for the purpose of convenience only, and no heading or subtitle shall modify or be used to interpret the text of any sections.

ARTICLE XIII – SURVIVAL

All other provisions which, by their inherent character, sense, and context are intended to survive termination of this Agreement, shall survive the termination of this Agreement.
ARTICLE XIV – INTERPRETATION

For the purpose of this Agreement, the singular includes the plural and the plural shall include the singular. Reference to statutes or regulations shall include all statutory or regulatory provisions consolidating, amending, or replacing the statute or regulation referred to. Words not otherwise defined that have well-known technical or industry meanings, are used in accordance with such recognized meanings. References to persons include their respective succeeding to their respective functions and capacities.

(a) If a party discovers any material discrepancy, deficiency, ambiguity, error, or omission in this Agreement, or is otherwise in doubt as to the meaning of any provision of the Agreement, it shall immediately notify the other and request clarification or the interpretation of such provisions.

(b) This Agreement shall not be more strictly construed against either party hereto by reason of the fact that one party may have drafted or prepared any or all of the terms and provisions hereof.

ARTICLE XV – SEVERABILITY

The invalidity or non-enforceability of any portion or provision of this Agreement shall not affect the validity or enforceability of any other portion or provision. Any invalid or unenforceable portion or provision shall be deemed severed from this Agreement and the balance hereof shall be construed and enforced as if this Agreement did not contain such invalid or unenforceable portion or provision.

ARTICLE XVI – FURTHER DOCUMENTS

The parties shall execute and deliver all documents and perform further actions that may be reasonably necessary to effectuate the provisions of this Agreement.

ARTICLE XVII – NO WAIVER

The failure of a party to insist upon the strict performance of the terms and conditions hereof shall not constitute or be construed as a waiver or relinquishment of any other provision or of either party’s right to thereafter enforce the same in accordance with this Agreement.

ARTICLE XVIII – ENTIRE AGREEMENT

This Agreement consists of the following parts:

1. Articles I-XVIII
2. Appendix A: Scope of Work and Compensation
3. Appendix B: Additional Terms and Conditions

And constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

(remainder of page intentionally left blank.)
IN WITNESS WHEREOF, the University of West Florida in pursuance of due and legal action has executed these presents causing its name to be signed by its President or designee, and Okaloosa County School Board, has caused these presents to be executed in its name by its Board or designee, the day and year first written below.

OKALOOSA COUNTY SCHOOL BOARD

By: Lucinda Frakes
Okaloosa County School Board Chairman
Date: 2-23-01

THE UNIVERSITY OF WEST FLORIDA

By: C. B. Wilcox
Wesley J. Little (or designee)
Interim Provost
Division of Academic Affairs
Date: ______________________

Approved for form and legality.

By: Regina L. Archbold
Office of General Counsel
Date: 3-4-04

FID #: 56-02-0186740-53C

FID #: 59-2976783
APPENDIX A: SCOPE OF WORK AND COMPENSATION

$12,060

This is a fixed price subcontract in the amount of $11,960 to cover salaries, expenses and other costs associated with the Parent Survey for Okaloosa County School District as shown on the following University quotation.

The University, through its Division of Technology and Research, will:
- Provide Sponsor with 32,000 scannable survey forms, formatted as required, within 10 working days of execution of contract.
- Scan all sheets to reduce data to electronic form (ascii)
- Provide the Sponsor assistance in interpreting survey results
- Submit invoice for payment upon receipt of surveys
- Provide the Sponsor with tabulations in the form of a final report by May 31, 2004

The Sponsor will:
- Administer survey instruments and deliver completed surveys to University for scanning and compilation $8,060
- Pay University $4,000 upon execution of contract and $7,960 upon receipt of final report.
APPENDIX B: ADDITIONAL TERMS AND CONDITIONS

FORCE MAJEURE University shall not be responsible for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University's reasonable control including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics; war; embargoes; fire; earthquake; hurricane; windstorm; acts of God or default of common carrier.

REASONABLE BASIS If this contract provides that Sponsor has the ability to make a sole judgment or determination or may act upon its option, it shall only make such a determination, judgment, or exercise an option when such action has a reasonable basis. Upon the request of the University, Sponsor shall notify the University of its decision in writing and the basis therefore.

SEVERABILITY In the event any provision of this contract shall be held invalid or unenforceable by any court of competent jurisdiction, or by an Administrative Law Judge in accordance with Chapter 120, Florida Statutes, such holding shall not invalidate or render unenforceable any other provision hereof. However, where a breach of the contract goes to the whole of the contract, the contract is unenforceable.

NONDISCRIMINATION The nondiscrimination clause contained in Section 202, Executive Order 11246, as amended by Executive Order 11375, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex or national origin, and the Implementing rules and regulations prescribed by the Secretary of Labor, Veteran's Act 38 U.S.C. 4212, Section 503 - Rehabilitation Act of 1973, Title I of the Americans with Disabilities Act of 1990 42 U.S.C. 12101, and the University's policy relative to sexual harassment, are incorporated into this Agreement by reference as if fully set forth herein.

TAXES, FEES AND PERMITS The University is a tax immune sovereign and exempt from the payment of all sales, use or excise taxes.

PUBLIC RECORDS Sponsor shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received in conjunction with this Agreement, except as exempted in Section 1011.411 in connection with sponsored research projects. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

TRAVEL EXPENSES Where applicable, University agrees to submit bills for any travel expenses in accordance with Section 112.061, Florida Statutes.

AUDIT University shall submit bills for fees or other compensation for services or expenses in detail sufficient for a proper preaudit and postaudit thereof.

FUNDING AVAILABILITY Obligations of University under this Agreement are subject to the availability of funds lawfully appropriated annually for its purposes by the legislature of the State of Florida or provided as part of a sponsored research project. A termination penalty may not be charged the University.
RENEWAL. Unless otherwise provided in this Agreement, this Agreement shall be renewed by an authorized purchase order or amendment from the Sponsor. In any event, this renewal shall be contingent upon the continued need for the service and the availability of funds for this service.

ASSIGNMENT Under no circumstances shall the Sponsor assign to a third party any right or obligation of Sponsor pursuant to this contract without the prior written consent of the University.

CONFLICT OF INTEREST If Sponsor is or during the term of this contract becomes, an individual on the payroll of any agency or university of the State of Florida, Sponsor represents that he or she has complied with all applicable provisions in the Florida Statutes and Florida Administrative Code regarding outside or dual employment and compensation.

INDEMNIFICATION To the extent permitted by law, the Sponsor will indemnify and hold harmless the University against any and all claims that may arise out of this Agreement, except for those arising from the gross negligence or intentional misconduct of the University.

GOVERNING LAWS/VENUE This Agreement is governed by the laws of the State of Florida and any provisions contained in this Agreement in conflict therewith shall be void and of no effect. University and Sponsor hereby agree that venue shall lie in Fort Walton Beach, Florida.

INTELLECTUAL PROPERTY If any discovery or invention arises or is developed in the course of the work or services performed under this Agreement, it shall be the sole and exclusive property of the University.

AUTHORITY Each person signing on behalf of the parties to this Agreement represents and warrants that he/she has full authority to execute this Agreement on behalf of such party and that this Agreement will constitute a legal and binding obligation of such party.