

**CONTRACT FOR SERVICES**

**Between**

The Urban Institute and  
 Sarasota County Openly Plans for Excellence (SCOPE), Inc.  
 (on behalf of the Sarasota County Community Data Collaborative)  
 for Deployment of the Community Data Platform

<p><b>Contract Number:</b></p> <p><b>Project Title:</b> Community Data Platform for the Sarasota County Community Data Collaborative</p> <p><b>Period of Performance:</b> October 1, 2012 to September 30, 2013</p> <p><b>Client's Project Manager:</b> John McCarthy</p>	<p><b>Contract Fixed Amount:</b> \$6,000</p> <hr/> <p><b>Contractor Key Personnel:</b></p> <p>Thomas Pollak NCCS Program Director</p>
<p><b>CLIENT:</b></p> <p>Sarasota County Openly Plans for Excellence (SCOPE), Inc.              (on behalf of the Sarasota County Community Data Collaborative)              Center for Arts and Humanity Building,              1226 North Tamiami Trail, Suite 202,              Sarasota, Florida 34236</p>	<p><b>CONTRACTOR:</b></p> <p>The Urban Institute              2100 M Street NW              Washington, DC 20037</p>

**1. General Terms and Conditions**

This Agreement, which shall constitute a contract ("Contract"), is entered into by and between Sarasota County Openly Plans for Excellence (SCOPE), Inc., Center for Arts and Humanity Building, 1226 North Tamiami Trail, Suite 202, Sarasota, Florida 34236 ("Client"), acting on behalf of the Sarasota County Community Data Collaborative ("Collaborative"), and The Urban Institute, a non-profit organization organized and existing under the laws of Delaware, having its principal place of business at 2100 M Street, NW, Washington, DC 20037-1297 ("Contractor"), hereafter jointly known as the "Parties" and singularly as the "Party."

The general terms and conditions of this Contract are set forth in Part II of this Agreement, attached hereto and made a part of this Agreement.

**2. Background**

This Contract sets forth the terms for the use of the Urban Institute's Community Platform by Client. The Community Platform is a customizable website developed by the Institute's National

**PART I – FORM OF CONTRACT**

Center for Charitable Statistics (NCCS) to provide tools and data to help nonprofit organizations and communities work more effectively together to strengthen civic capacity.

NCCS is a program of the nonpartisan Urban Institute, a nonprofit policy research organization. A central mission of NCCS is to serve as a repository of data from the IRS Form 990s, to provide statistical analyses of these data, and to make the data available for a variety of public purposes.

**3. Scope of Work**

Contractor shall provide the services set forth in the Scope of Work attached as Appendix A, Scope of Work, and made part of this Agreement (“Services”).

**4. Deliverables**

Contractor shall furnish all reports and deliverables as set forth in this Agreement, and in accordance with the terms set forth therein.

**5. Fixed Amount of Contract and Payment Installments**

In consideration of the Services performed under this Contract, the Client shall pay the Contractor a fixed amount of \$6,000 for setup and implementation of the system and technical support for one year in accordance with the payment installments set forth in Appendix B, Payment Schedule.

**6. Effective Date and Period of Performance**

This Contract shall come into effect on the date and year entered above the signatures of the Parties’ duly authorized representatives.

The period of performance shall be as follows unless earlier altered or terminated as provided for in this Contract: From: **October 1, 2012 to September 30, 2013**

**7. Notice**

All notifications or correspondence involving contractual or financial matters, other than invoice submittal shall be addressed to the following:

<u>Client:</u>	<u>Subcontractor:</u>
John McCarthy Sarasota County Openly Plans for Excellence (SCOPE), Inc. (on behalf of the Sarasota County Community Data Collaborative) Center for Arts and Humanity Building 1226 North Tamiami Trail, Suite 202 Sarasota, Florida 34236 Email: trtlisle@comcast.net	Lorraine C. Washington Senior Contracts Administrator The Urban Institute 2100 M Street, NW Washington, DC 20037  Telephone: (202) 261-5713 Fax: (202) 728-0231 E-mail: lwashington@urban.org

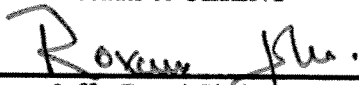
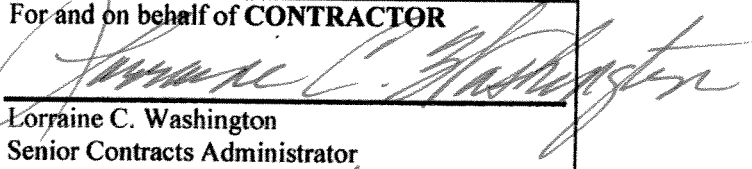
PART I – FORM OF CONTRACT

All correspondence regarding technical matters shall be addressed to the following:

<u>Client:</u>	<u>Contractor:</u>
John McCarthy Sarasota County Openly Plans for Excellence (SCOPE), Inc. (on behalf of the Sarasota County Community Data Collaborative) Center for Arts and Humanity Building 1226 North Tamiami Trail, Suite 202 Sarasota, Florida 34236  Email: trtlisle@comcast.net	Tom Pollak Senior Research Associate The Urban Institute 2100 M Street, NW Washington, DC 20037  Telephone: (202) 261-5536 Fax: (202) 833-6231 E-mail: tpollak@urban.org

All notices shall be sent by the most expeditious means available that enables independent verification of receipt including but not limited to facsimile, overnight courier or certified or registered mail to the addresses set forth herein. Any such notice shall be deemed delivered when received.

IN WITNESS WHEREOF, Client and Contractor have caused this Contract to be signed by their duly authorized representatives this 27<sup>th</sup> Date, November Month, 2012 Year.

For and on behalf of <b>CLIENT</b>  Roxanne Joffe, Board Chair Sarasota County Openly Plans for Excellence (SCOPE), Inc.  Date signed: <u>11.27.12.</u>	For and on behalf of <b>CONTRACTOR</b>  Lorraine C. Washington Senior Contracts Administrator The Urban Institute  Date signed: <u>11/27/2012</u>
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PART II – GENERAL TERMS AND CONDITIONS

**PART II - GENERAL TERMS AND CONDITIONS**

**1. AGREEMENT.** This Contract becomes the exclusive agreement between the Client and Contractor for the Services to be provided, subject to the General Terms and Conditions contained herein. For purposes of this Contract, "Client" shall mean Sarasota County Openly Plans for Excellence (SCOPE), Inc. (which is acting on behalf of the Sarasota County Community Data Collaborative), Center for Arts and Humanity Building, 1226 North Tamiami Trail, Suite 202, Sarasota, Florida 34236, and "Contractor" shall mean The Urban Institute, a nonprofit organization organized and existing under the laws of Delaware, having its principal place of business at 2100 M Street, NW, Washington, DC 20037-1297. Hereinafter, the parties may also be referred to singularly, as the "Party" and, collectively, as the "Parties".

**2. INDEPENDENT CONTRACTOR.** Contractor shall perform the Services as an independent contractor with the general guidance of the Client. The Contractor's employees shall not act as agents or employees of the Client.

**3. ORDER OF PRECEDENCE.** In the event of a conflict in the terms and conditions of the Contract documents, the following order of precedence shall apply:

- a. Form of Contract (Part I)
- b. The General Terms and Conditions of Contract (Part II)
- c. The Appendices in the following order of precedence:  
Appendix A - Scope of Work  
Appendix B - Payment Schedule  
Appendix C - Terms of Use

**4. CHANGES.** Any changes to this Contract, including, but not limited to the Scope of Work, schedule of deliverables, and schedule of payment, shall be agreed to by both parties and executed in writing by both parties.

**5. INVOICES.** To request payment, Contractor shall submit a proper signed invoice to the following address:

SCOPE, Center for Arts and Humanity Building, 1226 North Tamiami Trail, Suite 202, Sarasota, Florida 34236  
Attn: John McCarthy

To constitute a proper invoice, each invoice shall contain the following information: (1) name and address of Contractor; (2) Contract number; (3) Invoice date; (4) installment covered by the invoice; and (5) remittance information.

**6. PAYMENT.** Unless otherwise stated in the Contract, Client shall pay all portions of Contractor's proper invoices within 30 days of receipt of invoices and deliverables, if any, from the Contractor. In the event of non-payment exceeding 60 days from the date the invoice is received by the Client, the Contractor reserves the right to terminate this Contract.

**7. CONFIDENTIALITY.** Information either Party considers as proprietary or confidential and has indicated/marked as proprietary or confidential will be treated by the other Party in the same manner as the other Party treats its own proprietary or confidential information.

Any public representation regarding either Party, including but not limited to the use of the other Party's name in any manner, shall be communicated to the other Party in advance. Written permission from the other Party shall be obtained prior to release. If the other Party fails to respond within 30 days, permission will be deemed to have been granted.

Contractor may use the Client's name among its references, in its customer list or resumes, and reference the type of Work performed by the Contractor for the Client

## PART II – GENERAL TERMS AND CONDITIONS

as part of past performance reference, without prior approval of the Client.

Client may use the Contractor's name in its communications with third parties in describing Clients work without prior written approval of the contractor.

**8. RIGHTS IN DATA.** The deliverables and other creative work of Contractor called for by this Contract including, but not limited to, all written, graphic, audio, visual, and any other materials, contributions, applicable work product and production elements contained therein, whether on paper, disk, tape, digital file or any other media ("Deliverables") shall be deemed to be the sole property of the Contractor.

The neighborhood-centric features of the Sarasota Community Data Platform have been conceptualized by the Sarasota County Community Data Collaborative. Nothing in this agreement limits the rights of the Collaborative, SCOPE or the Urban Institute to use, re-use or re-engineer these features on other websites or applications.

SCOPE is committed to a platform that is transparent and accessible. Accessibility to the platform will not be restricted by the Client or the Contractor EXCEPT to prevent malicious changing of web pages, tampering with the website, unauthorized scraping of the site, or other activities primarily intended to disrupt the normal or intended use of the site or violate the rights of the Client or Contractor to use and maintain the site.

All data contributed directly by Client remains the property of Client and would not be resold or made available to others by the Urban Institute without the express written permission of Client. It is the sole responsibility of the SCOPE, Center for Arts and Humanity Building, 1226 North Tamiami Trail, Suite 202, Sarasota, Florida 34236 to obtain proper licenses for the Contractor to use data that is not owned by

the SCOPE, Center for Arts and Humanity Building, 1226 North Tamiami Trail, Suite 202, Sarasota, Florida 34236 but is provided to the Contractor by the Client. The Contractor retains the right to use provided data for noncommercial research purposes.

The Parties will share the right to use and distribute IRS Form 990 data developed for the Platform.

**9. SOURCE CODE.** The Urban Institute retains ownership of the source code and hereby grants Client a license to use the application for the duration of the contract. The Urban Institute shall make the source code available in the event that the Urban Institute could no longer support the system so that the system could be maintained by SCOPE or the Collaborative (e.g., on its own server) if necessary. For any components that the Urban Institute currently licenses from others, a runtime version would be provided. The source code will reside at a mutually agreed location(s) that at least two local partners will have access to. (This could be on premises with several local partners around the country or in a secure distributed environment such as the Amazon Cloud.)

The Urban Institute does not provide any warranty or guarantee as to the accuracy and security settings of the source code.

**10. SECURITY.** The Contractor has a number of systems in place to prevent unlicensed duplication of our data through scraping (automated systems or manual processes of large-scale copying and pasting).

- Contractor's current security system prevents unregistered or "Basic" (free) registered users from selecting more than 100 detailed organization profiles per session.
- Contractor receives automated daily logs of IP addresses accessing the site and implement IP blocking at the site level when necessary to

## PART II – GENERAL TERMS AND CONDITIONS

block unauthorized use.

- Registered users can complete a process to associate themselves with a particular organization. NCCS staff and Community Administrators receive notification of the association and have the opportunity to reverse any inappropriate entries.

**11. INDEMNIFICATION.** Each Party agrees, to the fullest extent permitted by law, to defend, indemnify, and hold harmless the other Party, its officers, directors, employees, and agents, from and against any and all claims, liabilities, losses, and expenses (including reasonable attorney's fees) directly, indirectly, wholly or partially arising from or in connection with any act or omission of the indemnifying party, its employees or agents, except to the extent that such claims, liabilities, losses and expenses arise from or in connection with any act or omission by the other party. Each Party agrees to maintain, at its own expense, adequate insurance necessary to protect itself and, if necessary, the other Party against liabilities, losses, damages, claims, settlements, expenses and legal fees arising out or resulting from this project.

**12(a). TERMINATION.** Client and Contractor may agree to terminate this Contract at any time with a 30-day advance notice stating the date on which it wishes to terminate the Contract. Contractor shall be entitled to compensation for all Services completed and accepted by the Client up to and including the date of such advance notice, for all reasonable commitments made under the Contract in implementation of the Scope of Work under the Contract, and for all reasonable and necessary actions required of Contractor to bring the Contract to a

closure after the advance notice of termination.

In the event of termination by either party, all locally contributed data shall remain the property of the Local Partner.

The Client shall have a license in perpetuity to use the IRS data, as cleaned and contributed by the Urban Institute, for its own noncommercial use. Sale of the data or transfer of the license without prior written authorization by the Urban Institute is prohibited.

The Urban Institute reserves the right to terminate the agreement in the event of non-payment of amounts due by Local Partner for a period exceeding sixty (60) days.

**12(b). TRANSFER OF RIGHTS.** SCOPE has agreed to serve as the fiscal agent for the Sarasota County Community Data Collaborative for purposes of this contract. Notwithstanding any provision of 12(a), if the agent relationship between the Collaborative and SCOPE is terminated by either party, then this contract will automatically transfer to the Collaborative or its agent..

**13. EXCUSABLE DELAY.** For the purposes of this Subcontract, "Excusable Delay" means an event which is beyond the reasonable control of a Party and which makes a Party's performance of its obligations under the Contract impossible or so impractical as to be considered impossible under the circumstances.

The failure of a Party to fulfill any of its obligations under the Contract shall not be considered to be a breach of, or default under, this Contract insofar as such inability arises from an event of Excusable Delay, provided that the Party affected such an event (a) has taken all reasonable precautions, due care and reasonable alternative measures in order

## PART II – GENERAL TERMS AND CONDITIONS

to carry out the terms and conditions of this Contract, and (b) has informed the other Party as soon as possible about the occurrence of such an event.

Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Excusable Delay.

During the period of its inability to perform the Services as a result of Excusable Delay, Contractor shall be entitled to continue to be paid under the terms of this Contract.

**14. DISPUTES.** Parties shall strive to reach amicable resolution of any dispute or difference arising out of, or in connection with this Contract or the breach thereof. Any dispute between the Parties as to matters arising pursuant to this Contract that cannot be settled amicably within fifteen days after receipt by one Party of the other Party's request for such amicable settlement shall be submitted to and resolved by the American Arbitration Association (AAA) in accordance with its Commercial Arbitration Rules and at its office located in the District of Columbia. The resolution of the AAA shall be binding on the Parties and either Party may enter any judgment or award rendered by the AAA in any court of competent jurisdiction. Both Parties shall be subject to the personal jurisdiction of the courts located in the District of Columbia and waive the right to assert lack of personal jurisdiction in any legal procedure.

**15. SEVERABILITY.** Any provision of this Contract prohibited by the laws of any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition, without invalidating the remaining provisions of this Contract.

**16. NON-SOLICITATION OF EMPLOYEES.** During the term of this Contract, neither Party shall, directly or indirectly, hire or attempt to hire any employee of the other Party associated with the work to be performed under this Contract or obtain the services of any employees of the other Party associated with the work to be performed under the Contract, except by mutual consent in writing.

**17. DRAFTING PARTY.** The Parties agree that this Contract have been drafted by both Parties and, in the event of a dispute, shall not be construed against any Party.

**18. APPLICABLE LAW.** The validity, enforceability and interpretation of this Contract shall be determined and governed by the laws of the District of Columbia and, where applicable by virtue of preemption, under the laws of the United States of America. Each Party, unless prohibited by law, hereby consents to personal jurisdiction and venue in the courts of the District of Columbia or in any federal court located in the District of Columbia if any suit is brought under the terms of or relating to this Contract.

**19. CERTAIN TERMS.** As used in these General Terms and Conditions, "herein," "hereunder" and "hereof" mean this Subcontract, including all incorporated documents and attachments. "Party" means the Contractor or the Subcontractor, as the case may be, and "Parties" means both of them. "day" or "days" means calendar days.

**20. REMEDIES AND NON-WAIVER.** No failure of a Party to exercise any right or to insist upon strict compliance by the other Party with any obligation and no custom or practice of the Parties at variance with this Subcontract shall constitute a waiver of the right of a Party to demand exact compliance. Waiver by one Party of any

## PART II – GENERAL TERMS AND CONDITIONS

particular default by the other Party shall not affect or impair a Party's rights in respect to any subsequent default of the same or of a different nature, nor shall any delay or omission of a Party to exercise any rights arising from such default affect or impair the rights of that Party as to such default or any subsequent default. Except as otherwise expressly stated herein, the remedies provided herein shall be non-exclusive and shall be in addition to any other remedies in law or equity. Any waiver must be in writing designated as such and signed by Contractor, and shall be applicable only to the extent set forth herein.

**21. CAPTIONS.** Captions or headings in this Subcontract are inserted only as a matter of convenience and do not in any way define, limit, or extend the scope or intent of this Subcontract or any term or provision of this Subcontract.



**APPENDIX A – SCOPE OF WORK AND DELIVERABLES**

**RESPONSIBILITIES OF THE CONTRACTOR**

The Urban Institute shall perform the following activities under this Contract:

- Customize the look of the Community Platform for use in Sarasota County, Florida by October 15, 2012. See section below on “Branding & Design” for further details.
- Include data for Sarasota County, Florida.
- Provide startup training of the Community Administrator to ensure that he or she is able to manage the system.
- Work in collaboration with the local partner to enhance the system to meet the needs of the local partner and community.
- Provide the capacity for Client to create and download backup files containing its data. (See “Data Backups” below.)
- Provide access to Google Analytics reports on web hits and/or other site statistics. Client will be able to log onto Google Analytics at its discretion to view statistics and produce reports on Platform activity.
- Provide ongoing technical support, primarily for the Community Administrator, but also for other users who have issues that cannot be resolved by the Community Administrator.
- Provide training materials for Community Administrators and other types of users.
- Provide regular free webinars on topics of interest to local users. (See attached list of possible topics.) The frequency of sessions may vary depending on available funding.
- Work with Local Partners and their Community Administrators to ensure that the quality of data is maintained. At its discretion, the Urban Institute may review, approve, reject, or roll back changes to the site to ensure the integrity of the data and the security of the system.
- Modify the Community Platform interface to be consistent with the neighborhood-centric conceptual design of the Collaborative.

***Location of Server and Access to Data.*** The Community Platform system will be hosted and updated on Urban Institute servers in Washington, DC. The web-based user-interface can be via links from the websites of local partners and the Platform, at the Client’s discretion, can provide links back to the sites of local partners. The Urban Institute retains the right to move the location of the Platform system to secure servers in a different location should it deem this alternative to be in the best interest of the project.

***Data Backups.*** Client will have access to a web-based interface that will enable it to create a file containing both NCCS IRS Data used on the local site as well as Locally Contributed Data. (See details below.) A link will be automatically provided to the Partner that the Partner can use for downloading the data file. Offsite backups are also created on a regular basis by Urban Institute staff to ensure efficient disaster recovery.

***NCCS IRS Data.*** NCCS receives approximately 70 fields from Form 990, 990-EZ and 990-PF returns each year from the IRS. However, these do not include information that some consider crucial such as the program service descriptions, executive information, government grants, and more. NCCS keypunches these data and they are incorporated initially into the Community Platform under this Agreement and in subsequent years under the terms of the Annual Maintenance & Support Agreement.

## PART III – APPENDICES

The system also provides for the uploading of files to the Knowledgebase.  
The Urban Institute will make best efforts to make website available 24/7.

### RESPONSIBILITIES OF THE CLIENT

#### Client shall:

- Provide the Urban Institute with a conceptual design that is neighborhood-centric and organizes community indicators (demographics, etc.), boundary systems, qualitative data and information, community assets, and community change efforts.
- Consult with the Urban Institute during the development phase of the project on Local Partner's requirements and preferences for customization of the Platform.
- To ensure the integrity of the data, Client shall designate one or more Community Administrators (CA). The CA is responsible for:
  - Reviewing, approving or rejecting additions and changes to the data made by local organizations to their own information, or by approved community researchers or partners, who have the ability to update multiple records.
  - Contacting individual organizations, as needed, to request that they provide additional information.
  - Assisting individual organizations with any basic questions about how to register, log in and update their information. (Advanced questions may be forwarded to NCCS staff or the local project team, as required.)
  - Granting or limiting access to users. For example, the CA could grant access to a university-based research team to update organizational information within a specific zip code.
  - Designating other CAs within his or her organization as well as in other partner organizations. (For example, a CA may be designated at a local arts council who will be responsible for updating all information on arts organization in within a Platform's community.)
  - Notifying the NCCS team of any data or technical issues that may be observed or enhancements that appear to be needed.
  - The Sarasota Data Collaborative is committed to a platform that is transparent and accessible. Accessibility to the platform will not be restricted by the Client or the Contractor EXCEPT to prevent malicious changing of web pages, tampering with the website, unauthorized scraping of the site, or other activities primarily intended to disrupt the normal or intended use of the site or violate the rights of the Client or Contractor to use and maintain the site.

#### The Urban Institute will produce the following deliverables:

- Completion of the customized Community Platform for the Sarasota County, Florida consistent with the neighborhood-centric focus of the Collaborative.
- Preloading of most recent year of available IRS data into the local Community Platform site
- Ongoing technical support will be provided for a period of one year from execution of the contract.

**APPENDIX B – PAYMENT SCHEDULE**

The Client will pay the Contractor upon completion and acceptance of certain deliverables and upon receipt of invoice from the Contractor, within 30 days of receipt of each invoice. Contractor's request for payment shall be in accordance with the installments set forth below:

<b>Payment #</b>	<b>To be invoiced upon:</b>	<b>Date</b>	<b>Amount</b>
1	Execution of the contract, within 30 days of submission of an invoice and the signed contract and submission of the invoice	October 1, 2012	\$3,000
2	Completion of the project and submission of the invoice	November 30, 2012	\$3,000
<b>Total</b>			<b>\$6,000</b>

**APPENDIX C – Terms of Use**

The following language will be a part of the Sarasota County Data Collaborative:

- The non-locally contributed content of the pages is subject to change without notice.
- Neither we nor any third parties provide any warranty or guarantee as to the accuracy, timeliness, performance, completeness or suitability of the information and materials found or offered on this website for any particular purpose. You acknowledge that such information and materials may contain inaccuracies or errors and we expressly exclude liability for any such inaccuracies or errors to the fullest extent permitted by law.
- Your use of any information or materials on this website is entirely at your own risk, for which we shall not be liable. It shall be your own responsibility to ensure that any products, services or information available through this website meet your specific requirements.
- This website contains material which is owned by or licensed to us. This material includes, but is not limited to, the design, layout, look, appearance and graphics. Reproduction is prohibited other than in accordance with the copyright notice, which forms part of these terms and conditions.
- All trademarks reproduced in this website, which are not the property of, or licensed to the operator, are acknowledged on the website.
- Unauthorized use of this website may give rise to a claim for damages and/or be a criminal offence.
- From time to time, this website may also include links to other websites. These links are provided for your convenience to provide further information. They do not signify that we endorse the website(s). We have no responsibility for the content of the linked website(s).