

---

September 20, 2007

Mr. Jason Davenport  
Lowndes County Board of Commissioners  
325 West Savannah Avenue  
Valdosta, GA 31601

Subject: Research Proposal Entitled, "Implementation of Georgia Tech's Web-based Fiscal Impact Tool (WebFIT) for Lowndes County"; PROPOSAL NO: 03.300.148.08.107167; Mr. Robert Lann, PI

Dear Mr. Davenport:

The GEORGIA TECH RESEARCH CORPORATION (GTRC) is pleased to present Mr. Robert Lann's proposal and a copy of our most frequently used research agreement for your review.

Should you prefer to use your own contractual document or desire to modify the enclosed agreement, we would like to familiarize you with some of the contractual limitations we have as a state university. Attachment A summarizes the key issues. We would be pleased to discuss these further as appropriate.

If the attached proposal and agreement are acceptable as presented, please insert the name of the person who should receive notices relating to the project, and the address to where we should forward our invoices. Then sign and return two copies of the Agreement to this office. We will sign on behalf of GTRC, assign a research project number, and return one fully executed copy for your files.

If you have any questions or need more information, please do not hesitate to contact us. Issues relating to the technical program should be addressed to Mr. Lann at (404) 894-3475. Contractual and business matters can be referred to the undersigned at (404) 894-6924 or by fax at (404)385-0864.

We look forward to hearing from you soon.

Sincerely,



Vannessa D. Daniels  
Division Manager

Enclosure: Proposal and Agreement

## *ATTACHMENT A*

We are unable to enter into a contractual arrangement that incorporates the laws of a state other than Georgia. If this presents a problem, we would suggest remaining silent on the issue of venue.

Additionally, governing laws which deny Georgia universities the right to preobligate the State's credit affect our ability to accept certain commercial clauses. Clauses that could impose legal or financial liabilities such as those requiring indemnification or hold harmless provisions, warranties or default terms with reprourement costs cannot be included. Please note, however, that our contract grants you an absolute right to terminate the project at any time you choose to do so.

Your normal business practice may include the generation of a purchase order to cover the project cost. Because most standard purchase orders are developed for use with other commercial organizations, the terms usually do not reflect the different relationship between a company and a state university. The issue can be alleviated by including the following statement on the face of your normal purchase order:

"The terms of the GTRC Research Agreement apply to the described effort. This order is issued for accounting purposes only and terms contained or referenced herein do not apply."

**GEORGIA TECH RESEARCH CORPORATION**  
Cost-Reimbursement Research Project Agreement  
**Research Proposal No. 03.300.148.08.107004**

Research Project No. \_\_\_\_\_

THIS AGREEMENT is made by and between GEORGIA TECH RESEARCH CORPORATION, a Georgia corporation, having principal offices at 505 10<sup>th</sup> Street, NW, Georgia Institute of Technology, Atlanta, Georgia, 30332-0420 (hereinafter known as "GTRC") and the Lowndes County Board of Commissioners, having a business address of 325 West Savannah Avenue, Valdosta, GA 31601 (hereinafter known as "**Second Party**").

In consideration of the mutual promises and covenants herein contained and intending to be legally bound, the parties hereto agree as follows:

**Section 1. Definitions.**

1.1 "Research Project" shall refer to the performance of the scope of work set forth in GTRC's Research Proposal entitled "Implementation of Georgia Tech's Web-based Fiscal Impact Tool (WebFIT) for Lowndes County." The aforesaid scope of work is incorporated herein by reference as if set forth in full text.

1.2 "Staff Member" shall mean employees, independent contractors, subcontractors, consultants and student assistants of the Georgia Institute of Technology (hereinafter, "GIT"), a unit of the University System of Georgia, who shall perform the Research Project.

1.3 "GTRC Intellectual Property" shall mean individually and collectively all inventions, improvements or discoveries which are conceived or made (i) by one or more Staff Members, or (ii) jointly by one or more Staff Members and by one or more employees of **Second Party** in performance of Project.

**Section 2. Term.**

2.1 GTRC shall undertake the Research Project during the term of this Agreement which shall commence upon October 1, 2007 and shall continue through February 28, 2008 unless sooner terminated or extended in accordance with the terms hereof.

**Section 3. Compensation and Expenses; Contract Cost Limitation.**

3.1 **Second Party** agrees to reimburse GTRC for the actual direct and indirect costs incurred by GTRC in the performance of the Research Project up to the Contract Cost Limitation. **Second Party** shall have no liability beyond the Contract Cost Limitation unless such limitation is increased via a written amendment to this Agreement signed by both party's duly authorized officers.

3.2 GTRC reserves the right to modify its direct and indirect rates effective July 1, each year.

3.3 GTRC will render its invoices on or about the twentieth of each month covering the previous month's actual cost chargeable to **Second Party**. **Second Party** agrees to pay each valid invoice within thirty days of the invoice date. Invoices will be sent to the person denoted below:

**BILLING ADDRESS:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**ATTN:** \_\_\_\_\_

**PHONE NO.** \_\_\_\_\_

**BILLING REF. NO.** \_\_\_\_\_

3.4 **Second Party** agrees to appropriate the sum of Twenty Three Thousand Five Hundred Dollars (\$23,500) ("Contract Cost Limitation") for the Research Project. GTRC will not invoice **Second Party** in excess of Contract Cost Limitation without first obtaining the approval of **Second Party**. Payments are to be made to:

**Georgia Tech Research Corporation,  
P. O. Box 100117  
Atlanta, Georgia 30384**

3.3 **GTRC** reserves the right to discontinue the Research Project if **Second Party** fails to pay any **GTRC** invoice within the time herein specified. **GTRC** shall not be obligated to incur costs in excess of the Contract Cost Limitation.

**Section 4. Reports.**

4.1 **GTRC** agrees to render to **Second Party** reports as described under Deliverables section of the attached statement of work.

**Section 5. Publicity.**

5.1 Each party agrees not to authorize or commission the publication of any promotional materials containing any reference to the other party without the prior written approval of the other party; provided, **GTRC** and **GIT** may include **Second Party's** name and Research Project title in published listings of research sponsors. The provisions of this Section 5 shall survive termination of this Agreement.

**Section 6. Publication.**

6.1 **GTRC** and **GIT** may catalog and place reports of the Research Project in the **GIT** Library. Further, **GTRC** and **GIT** may issue publications based on the Research Project and use the research results in their research and education programs.

**Section 7. Intellectual Property.**

7.1 Title to all intellectual property including, without limitation, any inventions and discoveries conceived, all computer software, works, material and data developed in the course of performance of the Research Project, whether or not protectable by patent, trade secret or copyright developed by one or more Staff Members alone or jointly with one or more employees of **Second Party**, shall reside in **GTRC**.

7.2 **GTRC** hereby grants to **Second Party** a right of first refusal to license, with the right to sublicense, any intellectual property developed pursuant to this agreement and which may subsequently be protected as trade secrets or under patent applications filed by **GTRC** and any patents granted on such applications, subject to any existing rights of third parties. Any such license shall be negotiated in good faith by **GTRC** and **Second Party**. The period of **Second Party's** right of first refusal shall commence upon the date of this Agreement and terminate six (6) months after termination of the Project.

7.3 **GTRC** hereby grants to **Second Party** a non-exclusive, royalty-free license for internal use only and with no right of sublicense to all computer software in object code form, which is (i) originally created by Staff Members in performance of the Research Project; and (ii) is directed specifically to and are necessary for accomplishing the Research Project, along with all associated documentation.

**Section 8. Disclaimer.**

8.1 **GTRC** AND **GIT** DISCLAIM ANY AND ALL WARRANTIES BOTH EXPRESS AND IMPLIED WITH RESPECT TO THE SERVICES TO BE PERFORMED HEREUNDER AND ANY DELIVERABLES RESULTING THEREFROM, INCLUDING THEIR CONDITION, CONFORMITY TO ANY REPRESENTATION OR DESCRIPTION, THE EXISTENCE OF ANY LATENT OR PATENT DEFECTS THEREIN, AND THEIR MERCHANTABILITY OR FITNESS FOR A PARTICULAR USE OR PURPOSE.

**Section 9. Limitation of Liability.**

9.1 The cumulative liability of **GTRC** to **Second Party** for all claims, demands or actions arising out of or relating to this Agreement, the services to be performed hereunder and any deliverables resulting therefrom, shall not exceed the total amount paid to **GTRC** hereunder during the twelve months immediately preceding such claim, demand or action. Without limiting the foregoing, in no event shall **GTRC** be liable for any business expense, machine down time, loss of profits, any incidental, special, exemplary or consequential damages, or any claims or demands brought against **Second Party** or **Second Party's** customers, even if **GTRC** has been advised of the possibility of such claims or demands. The foregoing limitations of liability, damages and claims are intended to survive termination of this Agreement and apply without regard to any other provisions of this Agreement which have been breached or proven ineffective.

**Section 10. Termination.**

10.1 **Second Party** may terminate this Agreement for any reason upon thirty (30) days written notice to **GTRC**.

10.2 **GTRC** may terminate this Agreement upon thirty (30) days prior written notice in the event of a material breach by **Second Party** of any term or provision hereof, provided such breach remains uncured at the end of said thirty (30) day period. Such notice of a breach shall include a reasonable description of the facts surrounding the alleged breach and a proposed course of action to cure said breach.

10.3 **Second Party** shall pay **GTRC** any costs which have accrued or been encumbered up to the actual date of termination under this Section 10 and shall not be relieved of the obligation to pay such costs because of termination under this Section 10.

**Section 11. Miscellaneous.**

11.1 All notices and other communication required or permitted to be given under this Agreement and will be effective five (5) days following deposit in the United States mail, postage prepaid and addressed to the parties at their respective addresses set forth below unless by such notice a different person or address shall have been designated.

To **GTRC** for administrative matters:  
Georgia Tech Research Corporation  
Office of Sponsored Programs  
Georgia Institute of Technology  
Atlanta, Georgia 30332-0420  
Attn: Vannessa Daniels

To **Second Party** for administrative matters:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn \_\_\_\_\_

To **GTRC** for technical matters:  
Georgia Tech Research Corporation  
Georgia Institute of Technology  
Atlanta, Georgia 30332-0640  
Attn: Robert Lann

To **Second Party** for technical matters:  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Attn \_\_\_\_\_

11.2 The parties to this Agreement are and shall remain independent contractors and nothing herein shall be construed to create a partnership, agency or joint venture between the parties. Each party shall be responsible for wages, hours and conditions of employment of its personnel during the term of, and under, this Agreement.

11.3 All questions concerning the validity, operation, interpretation and construction of this Agreement will be governed by and determined in accordance with the laws of the State of Georgia.

11.4 No waiver by either party of any breach of any provision hereof shall constitute a waiver of any other breach of that provision or any other provision hereof.

11.5 This Agreement sets forth the entire agreement and understanding between the parties as to the subject matter hereof and merges all prior discussions between them; and neither party shall be bound by any conditions, definitions, warranties, understandings or representations with respect to such subject matter other than as expressly provided herein. This Agreement may not be modified or altered except in writing by an instrument duly executed by authorized officers of both parties. Provided, however, that no provision appearing in any standard form document originated by **Second Party**, including but not limited to any purchase order or confirmation order, shall be applicable, even if signed by both parties, unless the parties also execute a separate instrument expressly modifying this agreement to include such provision as set forth above. No other terms and conditions, oral or written, be they consistent, inconsistent, or additional to those contained herein, shall be binding upon the parties, unless and until such terms and conditions shall have been specifically accepted in writing by the parties.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers the day and year set forth below.

**GEORGIA TECH RESEARCH CORPORATION**

**LOWNDES COUNTY BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

# **Implementation of Georgia Tech's Web-based Fiscal Impact Tool (WebFIT™) for Lowndes County**

## **A Proposal**

Prepared for:

Lowndes County Government  
Valdosta, Georgia

Prepared by:

Enterprise Innovation Institute  
760 Spring St., NW  
Georgia Institute of Technology  
Atlanta, Georgia 30332

August 29, 2007

Copyright © 2007  
All Rights Reserved  
Georgia Tech Research Corporation

## **Background**

Georgia Tech's Enterprise Innovation Institute (EI<sup>2</sup>) is pleased to offer this proposal to implement WebFIT™ in Lowndes County. This proposal provides a brief background on development of WebFIT™ (fiscal impact tool for land use planning) and its capabilities, its data requirements, and the work plan for implementing the tool in Lowndes County.

WebFIT™ seeks to answer the primary question: "If development follows current and/or planned land use patterns, will local government have sufficient revenues to meet the increased demand for services?"

The ultimate purpose of this tool is to help local officials, economic developers, and planners determine whether their projected land use patterns are appropriate for their community, from a fiscal perspective. Officials will be in a better position to make land use decisions as they affect the amount of land devoted to industrial, commercial, and residential improvements.

The model will also perform a fiscal impact of large, near-term projects (greenfield buildout) such as a proposed residential subdivision or a mall, and it will run an analysis of redevelopment projects. Annexation's are on the list of future enhancements and we expect to add this feature so that it will be available to Lowndes County by the end of this proposed project.

This tool does not consider non-fiscal impacts, such as those related to the environment, natural resources, and overall quality of life. The analyses this tool enables should not serve as the sole deciding factor in determining which land development strategy to implement, as there are many other criteria to examine. Rather, it is intended to be an initial step in a community's decision-making process for planning its future development.

A Web-based version of this tool has been developed and applied to Gwinnett and Houston counties and to the city of Alpharetta. Projects to implement WebFIT™ in Lee County and Troup County are underway. The Web-based version also incorporates new research that greatly improves the sensitivity of the fiscal forecast to changes in the land use plan. Earlier versions of this tool were implemented in Paulding and Fayette counties.

WebFIT™ analyses and results are based on non-Georgia Tech data from a variety of sources. The Enterprise Innovation Institute does not assume responsibility for the accuracy, availability, omission, or dependability of these data.

## **Tool Structure**

The Web-based tool enhances capabilities beyond the spreadsheet version developed for Fayette County. It improves the user interface, adds capabilities, and makes WebFIT™ available 24/7 from anywhere a user can gain access to the Internet.

WebFIT™ is customized to measure fiscal implications for a specific scenario identified by the community, such as:

- Current versus future development
- Full Build-out (e.g., developing at full residential, commercial, industrial build-out)
- Partial Build-out, or near-term projects on undeveloped land (Greenfield) or redevelopment projects
- Changes in development (e.g., level of residential, commercial, industrial)
- Changes in land allowed for development (versus land set aside for open space or another use)
- Changes in tax rates (e.g., sales tax, millage rate)

WebFIT™ can be used to calculate expected changes, per scenario, in the following:

- Population
- Households
- Retail sales
- Financial structure (e.g., government expenditures, tax revenue, other revenue per category)
- Fiscal impact on local jurisdictions

The tool produces a fiscal impact for each local government model created within a county. This includes Lowndes County government, each city (if they are included in the project), and the county school.

### **Data Requirements**

At the heart of the tool is the county's tax digest. The digest is used to calculate the number and average valuations of improved property, acres of improved land, acres of unimproved land, and densities, for each local jurisdiction (tax district), land district (if the county uses them), and land use type from a land use plan, preferably a GIS database of parcel-level land use types.

If there is no way to assign land use types based on the county's land use plan, then the tax assessor's designations of residential, commercial, industrial, and agricultural land can be used. Revenues and expenditures for the "base" year of the tool (most current year for which data is available) are available from the Georgia Department of Community Affairs based on submissions by local governments. Various demographic, retail sales, and tax rate information round out the data requirements.

Current and future land use plans for each city and the county also are needed to help determine current and future development trends. If available in electronic format, this will reduce the level of effort required by the project staff and conserve project resources.

## **Work Plan**

The following tasks outline the work to be conducted. WebFIT™ “models” can be created for each local government in the county and the county school system. These are: Lowndes County government, each city, and the Lowndes county school system. At the request of the county, Valdosta will not be a part of this project, nor will any other city in the county.

### **Task 1: Initial meeting**

From experience, we have found that an initial meeting with county officials and staff who will use the tool and/or have responsibility for the results from analyses conducted with the tool is essential. Representatives for the county, the county school system, and other organizations (such as the South Georgia RDC) should attend this meeting. This meeting of the Lowndes County WebFIT™ team will be conducted as soon after signing of the contract as possible. The end result of this meeting should be a clear understanding of what the project will produce so expectations are in line with what will be delivered and to determine the base-case, land use plan scenario. Plans will also be explored regarding how to use and disseminate the results of implementing WebFIT™ in Lowndes County. At this meeting, Lowndes County will designate a local coordinator to be the main community liaison to the Institute’s project director and to be responsible for maintaining the tool once it’s developed.

### **Task 2: Data identification and collection**

A checklist of data requirements will be provided to the county. The main data element is the county’s tax digest in electronic format. After review of the available data fields from a data dictionary of the tax assessor’s databases, researchers will provide a data request for the parcel-level tax digest database. Other data and information also will be requested in this task such as land use plans, comprehensive plan, current revenue and expenditure data for the county, GIS future and current land-use shape files and tables, and current population and income estimates.

### **Task 3: Analysis of Lowndes’s tax digest**

A thorough analysis of the county’s tax digest will enable researchers to develop summaries of current development patterns. Land use typology will be determined in this task based on the availability of information in electronic format enabling the assignment of land use types from the land use plan to developed and developable parcels. The developable land inventory will also be created in this task.

### **Task 4: Database development for each jurisdiction**

All data will be input into the array of tables that comprise the WebFIT™ database system. Any computations needed for the tool will be conducted in this task. This task will likely take the most time and effort of all the tasks.

### **Task 5: Demonstrating WebFIT™**

A walk-through demonstration of the tool for the members of the Lowndes County WebFIT™ Team will be conducted, using the WebEx Internet meeting tool. The purpose of this demonstration is to display its capabilities and the type of results it will offer. This

will provide attendees with the opportunity to review assumptions, ask questions about WebFIT™, become more familiar with the tool, and begin to think of ways to incorporate the use of WebFIT™ into the community's wider strategic planning process.

#### **Task 6: Documentation of the project and user manual**

We will develop a document that explains all the steps taken in development of the Lowndes County WebFIT™ database. A user manual will also be developed which details how to use the software's interface, including a tutorial.

#### **Task 7: Training county and city staff on its use**

A one-day training course will be conducted for county and city staff members at a suitable location in Lowndes County. All elements of the interface will be taught. Users will learn how to set up an analysis, review results, and print results.

#### **WebFIT™ Support**

We will provide limited technical support for Lowndes County users on the use of the tool and interpretation of results, for an indefinite period. We have every intention of supporting WebFIT™ for the foreseeable future. Most of this support will be handled through email, telephone, and our access to the tool and data residing on the Institute's server.

#### **Timeline**

The duration of the project is expected to be about five months from the contract start date. October 1, 2007 is the proposed start date and the end date is set for February 28, 2008. As the timeline shows, the project should be finished by the end of January and the model and report completed by mid January. However, to avoid having to process an extension should something unforeseen occur, the end date is set for February 28.

Because of the university's schedule in December, the project cannot be completed in January. Georgia Tech is essentially closed the last half of December.

<b>TASK LIST</b>	<b>Oct</b>	<b>Nov</b>	<b>Dec</b>	<b>Jan</b>	<b>Feb</b>
1. Initial meeting	<input type="checkbox"/> <input type="checkbox"/>				
2. Data ID and collection	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>			
3. Analysis of tax digest		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>			
4. Database development		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>			
5. Demonstration of models				<input type="checkbox"/>	
6. Documentation		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/>		<input checked="" type="checkbox"/> <input checked="" type="checkbox"/>	
7. Training				<input type="checkbox"/> <input type="checkbox"/> <input type="checkbox"/>	

☐ – for meeting/training periods scheduling.

#### **Deliverables**

1. Documentation report on the project

Draft: December 14, 2007

Final: January 11, 2008

2. Training course

Week of January 14, 2008 or

Week of January 21, 2008 or

Week of January 28, 2008

### Budget

Because Lowndes County government is in the public sector, the Institute can offer the county its public overhead rate, which is substantially less than the rate applied to private sector contracts. We have made every effort to keep costs to a minimum.

The total estimated cost for implementing WebFIT™ in Lowndes County is \$23,500. This produces models for the county, and the county school system. Each city in the county will have a “De facto” model simply because it is harder to exclude cities from the tax digest analysis than it is to include them. However, not all data will be developed for the cities and no meetings will be held with the cities. This cost estimate also includes materials and supplies required for reproduction of the final report and the course manuals, and travel costs for two trips to Lowndes County during the project.

### Project Management

The project director will be Robert Lann, manager of Research Services at the Institute. Dr. Bill Riall and a Graduate Research Assistants (GRA) make up the remainder of the project team. Below are brief summaries of experience for each of the professional staff on the project.

**Robert Lann** is manager of research services at Community Policy and Research Services, a unit of Georgia Tech’s Enterprise Innovation Institute and a principal research associate. Mr. Lann has 29 years experience in economic, simulation, public policy, energy, and technology transfer research, including projects in high-technology industries. Research areas include fiscal and economic impact analysis, technology-based economic development, and industry cluster analysis. He is a co-developer of the LOCI™ (and now WebLOCI™) software, a nationally recognized model for evaluating the fiscal and economic impact of new or expanding businesses. Mr. Lann is also co-developer of a new web-based software tool (WebFIT™) that estimates the fiscal impact of a future land use plan and near-term redevelopment and greenfield projects. From 1987 to 2000, Mr. Lann also managed the Economic Development Research Program, which performed research on a variety of topics to promote the economic development of Georgia. He received the “Outstanding Research” Award, Resource Laboratories, Georgia Tech Research Institute, Georgia Institute of Technology in 1984. Mr. Lann holds a Master's degree and a Bachelor's degree in economics from the University of California at Davis and Chico State University, respectively.

**Dr. William Riall** is a principal research associate in the Community Policy and Research Services, a unit of Georgia Tech’s Enterprise Innovation Institute. He has been practicing applied economics for 30 years. Current areas of interest include economic and fiscal impact analysis at the state and local level, economic development strategies, economic and feasibility analysis of development and technological opportunities, and software development. Dr. Riall’s accomplishments include co-development of a nationally recognized local fiscal impact analysis software tool (LOCI™) as well as a long history of economic and fiscal impact analyses of projects in a wide variety of settings. Analyses have been conducted from state, local, national or international perspectives spanning many types including fiscal impact, financial feasibility, economic

impact, and cost-benefit. He also has developed a fiscal impact analysis model for Georgia (state-level) with results from numerous projects reviewed at the highest level of government and continues to refine and further develop approaches that provide decision-makers with timely and insightful analyses for complex economic and policy questions. Dr. Riall holds a Ph.D. in economics from Georgia State University, an MBA from the University of Alabama, and a B.S. degree in chemistry from the University of Alabama.