

Contract for Services Agreement ("Contract")

INDIAN RIVER COUNTY, a political subdivision of the State of Florida ("SPONSOR")	UNIVERSITY OF WEST FLORIDA Acting for and on behalf of The University of West Florida Board of Trustees, a public body corporate ("UNIVERSITY")
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Office of Management and Budget 1800 27 th Street Vero Beach, FL 32960	Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750
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TEIN: 59-6000674	DUNS 079208989	TEIN: 59-2976783	DUNS 053000709
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Does funding originate from a Federal prime source? No Yes If yes, complete following
 Original Source of Funds: _____ Project or Funding Reference Number/PRIME AWARD: _____
 Name of Federal Agency: _____ CFDA Number: _____ Name of Federal Program: _____

Contract Period of Performance: FROM: September 17, 2019 TO: December 31, 2019	Amount Funded \$50,000	Matching Funds \$0	Total \$50,000
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Project Title: Indian River County Visitor and Tourism Study

Reporting Requirements: See Attachment 1

Terms and Conditions

- (1) SPONSOR hereby awards a cost reimbursable firm fixed price firm fixed rate contract for services to the University, as described above. The statement of work and schedule of compensation are as specified in UNIVERSITY's proposal dated July 9, 2019 as shown in Attachment 1.
 - (2) SPONSOR shall pay UNIVERSITY as shown in the payment schedule in Attachment 1. All invoices shall be submitted in form and detail sufficient for proper pre- and post-audit of expenditures using UNIVERSITY's standard invoice. Invoices and questions concerning invoice receipt or payments should be directed to the appropriate party's Financial Point of Contact, as shown in Attachment 2. Payment for invoices is due upon receipt and shall be considered past due after 30 days. Past due invoices shall bear interest at the statutory rate applicable to state agencies.
 - (3) A final statement of costs incurred, marked "FINAL", will be submitted to SPONSOR's Financial Point of Contact thirty (30) days after project end date or as shown in Attachment 1. The final statement of costs shall constitute UNIVERSITY's final financial report.
 - (4) Matters concerning the technical performance of this contract should be directed to the appropriate party's Program/Technical Point of Contact, as shown in Attachment 2.
 - (5) Matters concerning the request or negotiation of any changes in the terms, conditions, or amounts cited in this Contract should be directed to the appropriate party's Administrative Contact, as shown in Attachment 2. Any such changes made to this Contract require the written approval of each party's Authorized Official, as shown in Attachment 2.
 - (6) The Project Budget is set forth in Attachment 1. Funds may be allocated between expenditure categories at the discretion of the University, provided that no additional costs are incurred beyond the amount referenced above. This paragraph is inapplicable to fixed price or fixed rate contracts.
 - (7) Either party may terminate this Contract with thirty (30) days written notice to the appropriate party's Administrative Point of Contact, as shown in Attachment 2. In the event of termination, SPONSOR shall pay UNIVERSITY for work performed to the date of termination and all allowable, non-cancellable obligations.
 - (8) Changes to Period of Performance, including no-cost extensions require the approval of the SPONSOR.
 - (9) This Contract is comprised of this document and the Attachments 1-3 attached hereto, which are made a part hereof by reference.
- By signing below authorized representatives have executed this Contract to be effective for the Period of Performance shown above.

INDIAN RIVER COUNTY

Bob Solari, Chairman

Date:

By: _____
Jason E. Brown, County Administrator

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

By: _____

Dylan Reingold, County Attorney

Jeffrey R. Smith, Clerk of Court and Comptroller

Attest: _____
Deputy Clerk

(SEAL)

UNIVERSITY OF WEST FLORIDA

Matthew Schwartz, Ph.D.
Assistant Vice President
Research Administration and Engagement

Date

Approved for form and legality as template

University Counsel

Date

Attachment 1: STATEMENT OF WORK AND SCHEDULE OF COMPENSATION

This is a cost reimbursable fixed price fixed rate contract for services in the amount not to exceed \$50,000 to cover costs associated with the project identified on the previous page and as shown on the following University proposal and/or quotation.

The following deliverable items are due pursuant to the timetable identified below. The numbered invoice for each report or deliverable shall be sent concurrent with the period of performance corresponding to the deliverable on the due date shown.

REPORT/DELIVERABLE	DATE DUE	AMOUNT
Report of Q1 Findings	February 14, 2020	\$12,500
Report of Q2 Findings	May 14, 2020	\$12,500
Report of Q3 Findings	August 14, 2020	\$12,500
Report of Q4 Findings and Final Economic Impact Assessment	November 14, 2020	\$12,500
Presentation of Findings to TDC and/or BCC	TBD	NC
Total		\$50,000

University's Tasks:

The University will supply personnel and resources to accomplish the scope of work at the price in the proposal/cost quotation as shown in the following pages.

The scope of work includes 12 full months of visitor surveys that will allow the Haas Center to complete a full impact analysis of Indian River County's tourism market. The survey will allow us to create a profile of visitors beyond spending patterns as well. The survey will be multi-modal, including in-person interviews and online outreach to visitor databases. The deliverables include:

- A survey instrument reviewed and approved by the client
- An impact estimate based on bed tax collections
- Four quarterly reports based on interviews that are representative of the data collected that season
- A final, revised estimate based on actual spending patterns and including data from non-bed tax paying visitors
- At least one initial meeting with the clients and at least one in-person presentation to the clients after completion of all work products. One additional in-person meeting may be requested during the period of study. Other video calls or phone conferencing are readily available at the request of clients or researchers.

**Attachment 2
CONTACT REPRESENTATIVES**

Sponsor Contacts		University of West Florida Contacts	
FID #59-6000674 / DUNS # 079208989		FID #59-2976783 / DUNS # 53-000709	
Administrative Point of Contact		Administrative Point of Contact	
Name: Title: Address: City ST Zip Phone: E-mail:		Name: Title: Address: City ST Zip Phone: E-mail:	Theresa Miller, CRA Research Administration and Engagement University of West Florida 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2827 tbyrd@uwf.edu
Program/Technical Point of Contact		Program/Technical Point of Contact	
Name: Title: Address: City ST Zip Phone: E-mail:		Name: Title: Address: City ST Zip Phone: E-mail:	
Financial Point of Contact		Financial Point of Contact	
Name: Title: Address: City ST Zip Phone: E-mail:		Name: Title: Address: City ST Zip Phone: E-mail:	Donna Frazee Associate Director Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750 (850) 473-7111 dfrazee@uwf.edu
Authorized Official		Authorized Official	
Name: Title: Address: City ST Zip Phone: E-mail:		Name: Title: Address: City ST Zip Phone: E-mail:	Matthew Schwartz, Ph.D. Assistant Vice President Research Administration and Engagement 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2824 mschwartz@uwf.edu

**Attachment 3-A:
ADDITIONAL TERMS AND CONDITIONS (Non-federal funds)**

THIS AGREEMENT is entered into by and between **Indian River County** (hereafter “Sponsor”) and The University of West Florida for and on behalf of The University of West Florida Board of Trustees, a public body corporate, a Florida public post-secondary educational institution (hereafter “University”).

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 Attachment 1.

STATEMENT OF WORK The University shall provide the necessary personnel and facilities to conduct the work of this agreement for the project titled “Indian River County Visitor and Tourism Study.”

PERIOD OF PERFORMANCE This Agreement shall begin September 17, 2019 or upon execution, whichever is later, and shall not extend beyond end date unless the period is extended by modification of this Agreement. Final deliverables will be provided to Sponsor as specified in Attachment 1. University staff will be available for follow up consultation and assistance to the Sponsor regarding project deliverables through the ending date of this Agreement at no additional cost. Continuing support and assistance for additional periods will be provided only if the amount and scope of work is modified by amendment to this Agreement.

FORCE MAJEURE University shall not be liable for its failure to perform any terms or conditions herein when failure to perform is due to causes beyond University's reasonable control, determined in the University's discretion, including, but not limited to: strikes; lockouts; actions or inactions of governmental authorities; epidemics; acts of war or terrorism; embargoes; fire; earthquake; hurricane; windstorm; tornados, acts of God or default of common carrier. In such event, parties will negotiate an extension to the period of performance, or other remedy.

SEVERABILITY In the event any provision of this contract shall be held invalid or unenforceable, such holding shall not invalidate or render unenforceable any other provision hereof.

NONDISCRIMINATION The nondiscrimination clause contained in Section 202, Executive Order 11246, and any subsequent amendments thereto, relative to Equal Employment Opportunity for all persons without regard to race, color, religion, sex, gender identity 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 are incorporated into this Contract 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 by Florida law. Refusal by Sponsor to allow such public access shall be grounds for unilateral cancellation of this Agreement by the University.

Sponsor is a public agency subject to Chapter 119, Florida Statutes. The University shall comply with Florida's Public Records Law. Specifically, the University shall:

- (1) Keep and maintain public records required by the Sponsor to perform the service.

- (2) Upon request from the Sponsor's Custodian of Public Records, provide the Sponsor with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119 or as otherwise provided by law.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the records to the Sponsor.
- (4) Upon completion of the contract, transfer, at no cost, to the Sponsor all public records in possession of the University or keep and maintain public records required by the Sponsor to perform the service. If the University transfers all public records to the Sponsor upon completion of the contract, the University shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the contract, the University shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Sponsor, upon request from the Custodian of Public Records, in a format that is compatible with the information technology systems of the Sponsor.

IF THE UNIVERSITY HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE UNIVERSITY'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

(772) 226-1424

publicrecords@ircgov.com

Indian River County Office of the County Attorney

1801 27th Street

Vero Beach, FL 32960

Failure of the University to comply with these requirements shall be a material breach of this Agreement.

INSURANCE University will maintain, at its own cost and expense, at all times while this Agreement is in effect, general liability insurance to the extent, and in such amounts as, provided under the State of Florida Risk Management Trust Fund. University will also maintain at its own expense or from the quoted fringe/payroll tax rates, workers' compensation insurance as required by law. University will furnish evidence of such insurance upon request. Copies of certificates of coverage are available on request from the Research & Sponsored Programs office contractual contact representative.

LIMITATION OF LIABILITY In the performance of professional services, the University shall use that degree of care and skill ordinarily exercised by other similar professionals in the field under similar conditions in similar localities, having due regard for acceptable standards. No other warranties, expressed or implied, are made.

In no event shall University or its employees be liable (in contract or in tort, including negligence, or otherwise) to the Sponsor for indirect, incidental or consequential damages, resulting from or related to this Contract. Further, University shall not be liable for use by the Sponsor of any plans, documents, studies, or other data for any purpose other than intended by the terms of this Contract. In no event shall University's liability to Sponsor for any reason exceed the dollar amount of this Contract.

The parties to this agreement recognize and acknowledge that University of West Florida is a constituent institution of the State University System of Florida (the "State") and an agency or subdivision of the State within

the meaning of §768.28, Florida Statutes. Nothing contained herein shall be construed or interpreted as: i) denying the University or other state entity any remedy or defense available under the laws of the State; ii) the consent of the University to be sued; iii) a waiver of sovereign immunity of the University or other state entity beyond the waiver provided in §768.28, Florida Statutes.

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 the State Courts of Escambia County, Florida.

INTELLECTUAL PROPERTY The University reserves the ownership for any intellectual property developed as part of the compensated performance of this Agreement by its faculty and staff. Sponsor is granted a royalty-free non-exclusive license to use and distribute reports furnished to Sponsor hereunder (the “Work Product”) without modification. University ownership of copyright shall be properly attributed. Sponsor may not grant others the right to use the Work Product or underlying information and data without written permission from the University.

The University reserves the right to publish articles, monographs and other scholarly publications based on this work in its chosen form. All work shall acknowledge support as “This project was supported by the Indian River County Board of County Commissioners through the University of West Florida.”

INDEPENDENT CONTRACTOR STATUS Each of the parties is an independent contractor and nothing contained herein shall constitute or designate any of the employees or agents of one party as employees or agents of the other party.

TERMINATION IN REGARDS TO F.S. 287.135 University certifies that it and those related entities of the University as defined by Florida law are not on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 of the Florida Statutes, and are not engaged in a boycott of Israel.

Sponsor may terminate this Agreement if the University, including all wholly owned subsidiaries, majority-owned subsidiaries, and parent companies that exist for the purpose of making profit, is found to have been placed on the Scrutinized Companies that Boycott Israel List or is engaged in a boycott of Israel as set forth in section 215.4725, Florida Statutes.