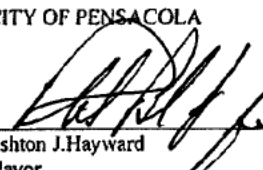
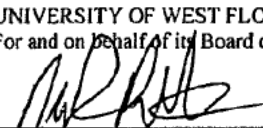


Subcontract for Services Agreement ("Contract")			
SPONSOR CITY OF PENSACOLA		UNIVERSITY OF WEST FLORIDA For and on behalf of its Board of Trustees ("UNIVERSITY")	
222 West Main Street City Hall, 7 th Floor Pensacola, FL 32502		Research and Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750	
TEIN: [REDACTED]	DUNS 073131559	TEIN: [REDACTED]	DUNS 053000709
Does funding originate from a Federal prime source? <input checked="" type="checkbox"/> No <input type="checkbox"/> 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: acceptance of contract TO: December 16, 2016 by both parties		Amount Funded \$12,000	Matching Funds \$0
Total \$12,000			
Project Title: City of Pensacola Community Survey 2016			
Reporting Requirements: See Attachment 1			

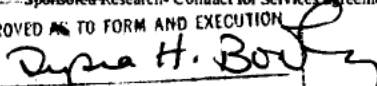
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- (1) SPONSOR hereby awards a cost reimbursable firm fixed price firm fixed rate contract for services to the University, as described above. The statement of work and schedule of compensation are as specified in UNIVERSITY's proposal dated August 24, 2016 as presented in Attachment 1.
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 - (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.
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 - (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 part hereof by reference.
- By signing below authorized representatives have executed this Contract to be effective for the Period of Performance shown above.

CITY OF PENSACOLA	UNIVERSITY OF WEST FLORIDA, For and on behalf of its Board of Trustees:
	
Ashton J. Hayward Mayor	Mark H. Roltsch, Ph.D. Assistant Vice President for Research and Director, Research and Sponsored Programs Approved for form and legality as template by Patricia D. Lott, University Counsel.
9/21/16 Date	9/1/16 Date

APPROVED AS TO
FORM AND LEGALITY

OFFICE OF THE GENERAL COUNSEL
9709

Sponsored Research-Contract for Services agreement (short form) Approved 2016-02-16
APPROVED AS TO FORM AND EXECUTION
BY 
City Attorney
Dated 9/21/2016

ATTEST: 
CITY CLERK

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 \$12,000 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 time table 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
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Final Report	December 16, 2016	\$0
Total Contract		\$12,000

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.

HAAS CENTER

A Center of the University of West Florida

August 24, 2016

Eric Olson
City Administrator
City of Pensacola
222 West Main Street
Pensacola, FL 32502

Dear Mr. Olson,

On behalf of the team at the Haas Center, I am pleased to submit the below proposal for the administration of the 2016 community survey for the City of Pensacola. The Haas Center proposes to conduct a mixed-methods survey comprised of a live telephone survey and in-person intercept surveys. The survey is designed to measure the attitudes and opinions of Pensacola residents regarding their satisfaction with city services, as well as the relative importance of those services to taxpayers. Furthermore, the Haas Center proposes to present the findings in such a manner that they align with the metrics proposed in the City's planning. Our proposal outlines the project's scope of services, including project description, timeline, and projected costs.

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The Haas Center worked closely with city officials in 2014 and 2015 to create a survey instrument which measured the perception of City services. Starting from that point, Haas Center researchers will develop a simplified instrument that measures resident satisfaction with the following elements:

- Public Safety
- City Appearance
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In our analysis of the citywide results, the Haas Center will use the grading scale created in 2014 for each of the above dimensions. This scale will be used to calculate a grade for each dimension based on the results of the survey. For instance, the survey instrument will ask a question along a five-point which measures resident satisfaction. Based on the responses, each area would then be assigned a grade for the dimension. The instrument will also seek to measure the priority residents place on certain aspects of city services. If an item has both satisfaction and priority questions asked, these results will be presented in the final document as a priority matrix. This allows interested parties to easily decipher what the residents of Pensacola believe should be the City's top priorities. The Center will need to collect roughly 400 citywide responses in order to reach an approximate margin of error of 5% (+/-) at a confidence level of .95.

The final document will provide analysis of the survey results on two levels: citywide and by council district. The report will include summary statistics for the results of each city council district. In order to

keep the cost to a minimum, the Center cannot guarantee the results to be statistically significant at the district level. However, in instances where we have access to address-based samples, Haas Center researchers will utilize a methodical approach which provides proportionate coverage for each district.

Timeline

The Center proposes to complete the project within four stages. Each stage and estimated time of completion is outlined below:

Task/Deliverable Schedule						
Task Description	1: Development of the Surveys	2: IRB	3: Surveys	3: Data Analysis	4: Draft Report	5: City Review
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W-9	Nov. 21					
W-10	Nov. 28					
W-11	Dec. 5					
W-12	Dec. 12					

Stage 1: Finalize Survey Instrument, IRB Approval Process. Finalizing the survey instrument will take approximately one week, as Haas Center and City staff work to finalize language originally taken from the 2015 survey. The final instrument will be approved by the City to ensure 100% satisfaction. In addition, federal regulations require universities to obtain Institution Review Board (IRB) approval prior to conducting research involving the opinions and attitudes of individuals. The IRB’s purpose is to protect the rights and welfare of all persons recruited to participate in such research activities.

Stage 2: Data Collection. Upon the completion of Stage 1, Haas Center survey professionals will begin administering the survey. Surveys will be conducted at various times throughout the day and early evening to ensure the survey captures the widest range of participants possible. Pending the outcome of the final call list, the Center will make up to four (4) rounds of calls in order to obtain the 400 responses necessary to ensure the 5% (+/-) margin of error. Similar to last year’s work, the Center requests that the City promote this project to bring awareness to Pensacola residents and help garner participation. It is estimated that the data collection stage will take up to eight (8) weeks to complete.

In addition to phone calls, Haas Center staff will be conducting intercept surveys at various locations within the City. The City will help to identify and finalize a list of any festivals or special events that would be beneficial for survey researchers to attend. When possible, event organizers will help to promote or acknowledge the pollsters presence.

Stage 2: Data Analysis and Draft Report. Once all data have been collected, Haas Center researchers will compile a draft report consisting of, but not limited to the following elements: citywide analysis, the

resident priority matrix and summary statistics by council district. The draft report will take approximately one week to complete, with the report submitted to the client at the end of that period.

Stage 5: City Review and Comment Period. Once the draft report has been submitted, the City will have 2 weeks to review and return with comments. Haas Center researchers will make all *appropriate* edits and, pending the nature of the comments, will deliver the final draft to the City by a proposed date of Dec 16, 2016. In addition to compiling the report, Haas Center staff may be available to the City for presentations with appropriate notice at no additional charge.

Price Structure

The Haas Center proposes to provide the above services for a firm, fixed rate of \$10,000.00 with 50% due upon the execution of the contract, and 50% due upon final client acceptance of all work product. The cost is itemized as follows:

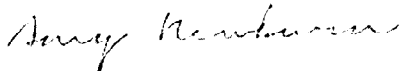
- \$1,500.00 for the compiling of a cell phone and landline call list and supporting access to call center resources.
- \$2,500.00 for citywide and district level data analysis, including the development of a Resident Priority Matrix.
- \$6,000.00 for administering the Pensacola Community Survey, including up to 400 responses.

Optional Section:

The Haas Center also proposes to incorporate a section of three questions that would allow an opportunity to gauge opinion on pressing and timely topics in the community. This section would change year-over-year according to the client's needs. If the client chooses to add in this option, they would be charged an additional \$2,000.00 for the development and administration of this "hot topics" question series.

If this proposal is acceptable, a formal contract will be developed and accepted by both parties prior to the start of the project. Please feel free to contact me at awebber@uwf.edu or via my cellphone at 850.341.6817 if you have any questions about the proposal or wish to discuss.

Sincerely,



Amy Newburn
Assistant Director, Haas Center
University of West Florida
220 West Garden Street, Suite 304
Pensacola, FL 32502
Office - 850.439.5417

**Attachment 2
CONTACT REPRESENTATIVES**

Sponsor Contacts		University of West Florida Contacts	
FID # [REDACTED] / DUNS # 073131559		FID # [REDACTED] / DUNS # 53-000709	
Administrative Point of Contact		Administrative Point of Contact	
Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Matt Shaud Public Records Coordinator City of Pensacola 222 West Main Street City Hall, 7 th Floor Pensacola, FL 32502 (850) 435-1629 <u>mshaud@cityofpensacola.com</u>	Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Theresa (Byrd) Miller, CRA Senior Grants Specialist Research and Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2827 (850) 474-2082 <u>tbyrd@uwf.edu</u>
Program/Technical Point of Contact		Program/Technical Point of Contact	
Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Matt Shaud Public Records Coordinator City of Pensacola 222 West Main Street City Hall, 7 th Floor Pensacola, FL 32502 (850) 435-1629 <u>mshaud@cityofpensacola.com</u>	Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Amy Newburn Assistant Director University of West Florida, Haas Center 220 West Garden St. Pensacola, FL 32502 (850) 439-5401 <u>awebber@uwf.edu</u>
Financial Point of Contact		Financial Point of Contact	
Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Deanna Lucia Accounts Payable Supervisor City of Pensacola 222 West Main Street City Hall, 7 th Floor Pensacola, FL 32502 (850) 435-1819 (850) 435-1700 <u>dlucia@cityofpensacola.com</u>	Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Donna Frazee Associate Director Research and Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750 (850) 473-7111 (850) 474-2082 <u>dfrazee@uwf.edu</u>
Authorized Official		Authorized Official	
Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Ashton J. Hayward Mayor City of Pensacola 222 West Main Street City Hall, 7 th Floor Pensacola, FL 32502 (850) 435-1626 <u>mayorhayward@cityofpensacola.com</u>	Name: Title: Address: City ST Zip Phone: Fax: E-mail:	Mark H. Roltsch, PhD Assistant Vice President for Research Director, Research & Sponsored Programs 11000 University Parkway Pensacola FL 32514-5750 (850) 474-2626 (850) 474-2082 <u>mroltsch@uwf.edu</u>

Attachment 3
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, 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.

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 The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

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 City of Pensacola 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.

Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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, Florida Statutes, or as otherwise provided by law.
- C. 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 Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

APPROVED AS TO
FORM AND LEGALITY

OFFICE OF THE GENERAL COUNSEL

Subcontract for Services Agreement ("Contract")

SPONSOR CITY OF PENSACOLA		UNIVERSITY OF WEST FLORIDA For and on behalf of its Board of Trustees ("UNIVERSITY")	
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TEIN: [REDACTED]	DUNS 073131559	TEIN: [REDACTED]	DUNS 053000709
Does funding originate from a Federal prime source? <input checked="" type="checkbox"/> No <input type="checkbox"/> Yes If yes, complete following			
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Contract Period of Performance: FROM: acceptance of contract by both parties TO: December 16, 2016		Amount Funded \$12,000	Matching Funds \$0
Total \$12,000			
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Reporting Requirements: See Attachment 1			

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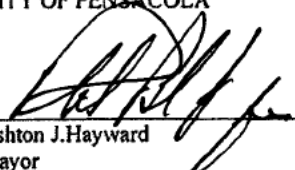
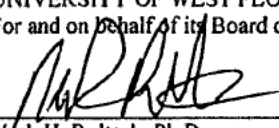
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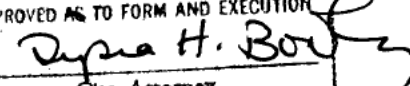
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CITY OF PENSACOLA  Ashton J. Hayward Mayor	9/21/16 Date	UNIVERSITY OF WEST FLORIDA, For and on behalf of its Board of Trustees:  Mark H. Roltsch, Ph.D. Assistant Vice President for Research and Director, Research and Sponsored Programs Approved for form and legality as template by Patricia D. Lott, University Counsel.	9/1/16 Date
--	-----------------	--	----------------

APPROVED AS TO
 FORM AND LEGALITY

 OFFICE OF THE GENERAL COUNSEL
 9709

Sponsored Research Contract for Services Agreement (short form) Approved 2016-02-16
 APPROVED AS TO FORM AND EXECUTION
 BY 
 City Attorney
 Dated 9/21/2016

ATTEST: 
 CITY CLERK

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W-12	Dec. 12						

Stage 1: Finalize Survey Instrument, IRB Approval Process. Finalizing the survey instrument will take approximately one week, as Haas Center and City staff work to finalize language originally taken from the 2015 survey. The final instrument will be approved by the City to ensure 100% satisfaction. In addition, federal regulations require universities to obtain Institution Review Board (IRB) approval prior to conducting research involving the opinions and attitudes of individuals. The IRB’s purpose is to protect the rights and welfare of all persons recruited to participate in such research activities.

Stage 2: Data Collection. Upon the completion of Stage 1, Haas Center survey professionals will begin administering the survey. Surveys will be conducted at various times throughout the day and early evening to ensure the survey captures the widest range of participants possible. Pending the outcome of the final call list, the Center will make up to four (4) rounds of calls in order to obtain the 400 responses necessary to ensure the 5% (+/-) margin of error. Similar to last year’s work, the Center requests that the City promote this project to bring awareness to Pensacola residents and help garner participation. It is estimated that the data collection stage will take up to eight (8) weeks to complete.

In addition to phone calls, Haas Center staff will be conducting intercept surveys at various locations within the City. The City will help to identify and finalize a list of any festivals or special events that would be beneficial for survey researchers to attend. When possible, event organizers will help to promote or acknowledge the pollsters presence.

Stage 2: Data Analysis and Draft Report. Once all data have been collected, Haas Center researchers will compile a draft report consisting of, but not limited to the following elements: citywide analysis, the

resident priority matrix and summary statistics by council district. The draft report will take approximately one week to complete, with the report submitted to the client at the end of that period.

Stage 5: City Review and Comment Period. Once the draft report has been submitted, the City will have 2 weeks to review and return with comments. Haas Center researchers will make all *appropriate* edits and, pending the nature of the comments, will deliver the final draft to the City by a proposed date of Dec 16, 2016. In addition to compiling the report, Haas Center staff may be available to the City for presentations with appropriate notice at no additional charge.

Price Structure

The Haas Center proposes to provide the above services for a firm, fixed rate of \$10,000.00 with 50% due upon the execution of the contract, and 50% due upon final client acceptance of all work product. The cost is itemized as follows:

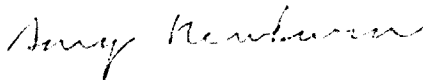
- \$1,500.00 for the compiling of a cell phone and landline call list and supporting access to call center resources.
- \$2,500.00 for citywide and district level data analysis, including the development of a Resident Priority Matrix.
- \$6,000.00 for administering the Pensacola Community Survey, including up to 400 responses.

Optional Section:

The Haas Center also proposes to incorporate a section of three questions that would allow an opportunity to gauge opinion on pressing and timely topics in the community. This section would change year-over-year according to the client's needs. If the client chooses to add in this option, they would be charged an additional \$2,000.00 for the development and administration of this "hot topics" question series.

If this proposal is acceptable, a formal contract will be developed and accepted by both parties prior to the start of the project. Please feel free to contact me at awebber@uwf.edu or via my cellphone at 850.341.6817 if you have any questions about the proposal or wish to discuss.

Sincerely,



Amy Newburn
Assistant Director, Haas Center
University of West Florida
220 West Garden Street, Suite 304
Pensacola, FL 32502
Office - 850.439.5417

**Attachment 2
CONTACT REPRESENTATIVES**

Sponsor Contacts		University of West Florida Contacts	
FID # [REDACTED] / DUNS # 073131559		FID # [REDACTED] / DUNS # 53-000709	
Administrative Point of Contact		Administrative Point of Contact	
Name:	Matt Shaud	Name:	Theresa (Byrd) Miller, CRA
Title:	Public Records Coordinator	Title:	Senior Grants Specialist
Address:	City of Pensacola 222 West Main Street City Hall, 7 th Floor	Address:	Research and Sponsored Programs 11000 University Parkway
City ST Zip	Pensacola, FL 32502	City ST Zip	Pensacola FL 32514-5750
Phone:	(850) 435-1629	Phone:	(850) 474-2827
Fax:		Fax:	(850) 474-2082
E-mail:	mshaud@cityofpensacola.com	E-mail:	tbyrd@uwf.edu
Program/Technical Point of Contact		Program/Technical Point of Contact	
Name:	Matt Shaud	Name:	Amy Newburn
Title:	Public Records Coordinator	Title:	Assistant Director
Address:	City of Pensacola 222 West Main Street City Hall, 7 th Floor	Address:	University of West Florida, Haas Center 220 West Garden St.
City ST Zip	Pensacola, FL 32502	City ST Zip	Pensacola, FL 32502
Phone:	(850) 435-1629	Phone:	(850) 439-5401
Fax:		Fax:	
E-mail:	mshaud@cityofpensacola.com	E-mail:	avebber@uwf.edu
Financial Point of Contact		Financial Point of Contact	
Name:	Deanna Lucia	Name:	Donna Frazee
Title:	Accounts Payabloc Supervisor	Title:	Associate Director
Address:	City of Pensacola 222 West Main Street City Hall, 7 th Floor	Address:	Research and Sponsored Programs 11000 University Parkway
City ST Zip	Pensacola, FL 32502	City ST Zip	Pensacola FL 32514-5750
Phone:	(850) 435-1819	Phone:	(850) 473-7111
Fax:	(850) 435-1700	Fax:	(850) 474-2082
E-mail:	dlucia@cityofpensacola.com	E-mail:	dfrazee@uwf.edu
Authorized Official		Authorized Official	
Name:	Ashton J. Hayward	Name:	Mark H. Roltsch, PhD
Title:	Mayor	Title:	Assistant Vice President for Research
Address:	City of Pensacola 222 West Main Street City Hall, 7 th Floor	Address:	Director, Research & Sponsored Programs
City ST Zip	Pensacola, FL 32502	City ST Zip	11000 University Parkway Pensacola FL 32514-5750
Phone:	(850) 435-1626	Phone:	(850) 474-2626
Fax:		Fax:	(850) 474-2082
E-mail:	mayorhayward@cityofpensacola.com	E-mail:	mroltsch@uwf.edu

Attachment 3
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, 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.

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 The parties acknowledge and agree to fulfill all obligations respecting required contract provisions in any contract entered into or amended after July 1, 2016, in full compliance pursuant to Section 119.0701, *Florida Statutes*, and obligations respecting termination of a contract for failure to provide public access to public records. The parties expressly agree specifically that the contracting parties hereto shall comply with the requirements within Attachment "A" attached hereto and incorporated by reference.

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 City of Pensacola 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.

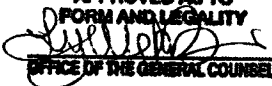
Attachment "A"

PUBLIC RECORDS: Consultant/Contractor/Vendor shall comply with Chapter 119, Florida Statutes. Specifically, Consultant/ Contractor/Vendor shall:

- A. Keep and maintain public records required by the City to perform the service.
- B. Upon request from the City's custodian of public records, provide the City 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, Florida Statutes, or as otherwise provided by law.
- C. 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 Agreement term and following the completion of the Agreement if Consultant/ Contractor/Vendor does not transfer the records to the City.
- D. Upon completion of the Agreement, transfer, at no cost, to City, all public records in possession of Consultant/Contractor/Vendor or keep and maintain public records required by the City to perform the service. If Consultant/Contractor/Vendor transfers all public records to City upon completion of the Agreement, Consultant/ Contractor/Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Consultant/Contractor/Vendor keeps and maintains public records upon completion of the Agreement, Consultant/Contractor/Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request of the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

Failure by Consultant/Contractor/Vendor to comply with Chapter 119, Florida Statutes, shall be grounds for immediate unilateral cancellation of this Agreement by City.

IF CONSULTANT/CONTRACTOR/VENDOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT: THE OFFICE OF THE CITY ATTORNEY, (850) 435-1715, PUBLICRECORDS@CITYOFPENSACOLA.COM, 222 WEST MAIN STREET, PENSACOLA, FL 32502.

APPROVED AS TO
FORM AND LEGALITY

OFFICE OF THE GENERAL COUNSEL