

Fixed Price Service Agreement

Between

City of Haines City

620 E. Main Street, Haines City, FL 33844

and

University of Central Florida Research Foundation, Inc.

12201 Research Parkway, Suite 501, Orlando, FL 32826-3246

This Service Agreement (“Agreement”) is made and entered into by and between City of Haines City (“Service Requestor”), a local government, organized under the laws of Florida and the University of Central Florida Research Foundation, Inc. (“UCFRF”), a direct support organization and instrumentality acting for the benefit of and on behalf of The University of Central Florida Board of Trustees (“UCF”); individually, “Party”, or collectively, “Parties”.

In consideration of the following and for the good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Service Requestor and UCFRF agree as follows:

1. TERM

UCFRF will perform the Services, described in Exhibit A, incorporated by reference herein, beginning on August 21, 2023 and shall not extend beyond December 1, 2024 unless the period is extended by modification of this Agreement.

2. FINANCIAL SUPPORT AND PAYMENT

2.1 Service Requestor hereby agrees to pay UCFRF a fixed fee of \$43,584. The following payment schedule is based upon the percent complete of Exhibit A deliverables:

Deliverable 1	\$ 7,264
Deliverable 2	\$ 7,264
Deliverable 3	\$ 7,264
Deliverable 4	\$ 7,264
Deliverable 5	\$ 7,264
Deliverable 6	\$ 7,264
TOTAL	\$43,584

2.2 In accordance with the invoicing schedule, invoices shall be submitted to:

Name	City of Haines City 620 E. Main Street
Address	
City, State Zip	Haines City, FL 33844
Email	jane.murphy@hainescity.com

2.3 Payment by check shall be made payable to University of Central Florida Board of Trustees and remitted to:

University of Central Florida
PO Box 160119
Orlando, FL 32816-0119

2.4 Service Requestor agrees to pay \$25.00 USD Fee for any payments made by wire transfer.

2.5 UCFRF may choose to discontinue performance of the Services if Service Requestor fails to pay any invoice within thirty (30) days of receipt.

3. REPORTS

UCFRF will provide Service Requestor a final report summarizing the results of the Services, as described in Exhibit A.

4. ADMINISTRATIVE CONSIDERATION

Service Requestor understands that UCFRF does not have any employees, and that all personnel performing under this Agreement are employees or agents of UCF. As a result, and notwithstanding anything to the contrary hereunder, UCFRF shall be able to disclose confidential information, as described in this provision, to employees of UCF who have a legitimate need to know the confidential information.

5. INTELLECTUAL PROPERTY

5.1 Service Requestor hereby provides UCFRF a non-exclusive, royalty-free, fully paid up license to use any materials Service Requestor provides to UCFRF. UCFRF shall not use such materials in any manner other than for the provision of the Services.

5.2 Service Requestor will receive title to any data or test results generated. Title to all other intellectual property including, without limitation, any inventions and discoveries conceived or first reduced to practice, all computer software, works, and material developed in the course of performance of the Services, whether or not protectable by patent, trade secret or copyright shall be owned by UCFRF.

5.3 Notwithstanding any other provision of this Agreement to the contrary, UCFRF and UCF reserve an irrevocable, non-exclusive, royalty-free, nontransferable license to make and use the intellectual property, data, and test results generated hereunder for educational and research and development activities practiced by UCFRF and UCF.

6. PUBLICATION

Any research or research results generated in conjunction herewith shall be subject to unrestricted publication or dissemination provided that such publication or dissemination will not compromise the ability to file for patent protection or inadvertently divulge proprietary information of a Party.

7. NO REPRESENTATIONS AND WARRANTIES

UCFRF IS A 501(C) (3) NON-PROFIT DIRECT SUPPORT ORGANIZATION OF UCF. UCFRF AND UCF MAKE NO REPRESENTATIONS AND EXTEND NO WARRANTIES OF ANY KIND, EITHER EXPRESS OR IMPLIED WITH REGARD TO THE SERVICES PERFORMED UNDER THIS AGREEMENT. THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR THAT ANY SERVICES OR INTELLECTUAL PROPERTY PROVIDED OR DEVELOPED BY UCFRF UNDER THIS AGREEMENT WILL NOT INFRINGE ANY THIRD-PARTY PATENT, COPYRIGHT, TRADEMARK, OR OTHER THIRD-PARTY RIGHTS. UCFRF AND UCF MAKE NO REPRESENTATION AS TO THE USEFULNESS OF ANY SERVICE DELIVERABLE OR INTELLECTUAL PROPERTY. IF SERVICE REQUESTOR CHOOSES TO EXPLOIT SERVICE DELIVERABLES OR INTELLECTUAL PROPERTY IN ANY MANNER WHATSOEVER, IT DOES SO AT ITS OWN RISK.

8. LIMITATION OF DAMAGES

In no event shall UCFRF, UCF or Service Requestor be responsible for any indirect damages, incidental damages, consequential damages, lost goodwill, lost profits, lost business and/or any indirect economic damages whatsoever regardless of whether such damages arise from claims based upon contract, negligence, tort (including strict liability or other legal theory), a breach of any warranty or term of this Agreement, any materials or information provided by any Party to any other Party, and regardless of whether it was advised or had reason to know of the possibility of incurring such damages in advance. The foregoing limitation of liability will survive any termination of this Agreement and will apply without regard to any other provision of this Agreement which may have been breached or have been proven ineffective.

9. ASSUMPTION OF RISK

9.1 UCFRF and UCF expressly retain all rights, benefits, and immunities of sovereign immunity in accordance with Section 768.28, Florida Statutes, and nothing in this Agreement shall be deemed as a waiver of sovereign immunity or limits of liability beyond any statutory waiver. The Parties acknowledge and agree that UCFRF is a direct support organization acting on behalf of and as an instrumentality of UCF and that the cap on the amount and liability of UCFRF and UCF for damages regardless of the number or nature of claims in tort, equity, or contract shall not exceed the lesser of the (i) dollar amount set by the legislature for tort in Section 768.28, Florida Statutes or (ii) policy limits of UCFRF's insurance coverage. Service Requestor agrees, at its sole expense, to defend, indemnify and hold harmless UCFRF and UCF and their respective officers, employees, servants, and agents, and the UCF Board of Trustees from and against any and all suits, claims, demands, penalties, fines, charges, causes of action, damages, losses, liabilities, costs and expenses (including without limitation attorneys' fees) arising from or related to intellectual property infringement for content provided by Service Requestor under this Agreement or for any action or inaction taken by Service Requestor under this Agreement.

9.2 Each Party assumes any and all risks of personal injury and property damage attributable to the negligent acts or omissions of that Party and its officers, employees, servants, and agents thereof while acting within the scope of their employment.

10. TERMINATION

10.1 Either Party may terminate this Agreement for any reason upon thirty (30) days written notice to the other.

10.2 Service Requestor will pay UCFRF any costs or non-cancellable obligations which have accrued or been encumbered up to the actual date of termination and Service Requestor will not be relieved of the obligation to pay those costs because of a termination hereunder.

11. CONFIDENTIAL INFORMATION

Should it be necessary for either Party to disclose confidential information to the other, the Parties will first execute a confidentiality agreement.

12. EQUIPMENT

UCFRF will be accountable for and hold title to all equipment purchased under this Agreement and will be responsible for employing it for the overall purpose of the project. UCFRF agrees to maintain sufficient records to enable Service Requestor to fulfill its accountability. Each Party will be accountable for and keep title to all equipment it owns and utilizes under this Agreement.

13. NON-USE OF NAMES

Neither Party may use each other's name or trademarks in any promotion, statement, advertisement, press release or communications to the general public or any third party without each other's express written consent. Any proposed public statement, advertisement, press release or communications by either Party shall be submitted to the other Party for its review and written approval at least thirty (30) days prior to the planned dissemination or publication, unless otherwise required. However, nothing shall prohibit either Party from complying with Florida Statutes 1004.22(2) regarding sponsored research activities.

14. EXPORT CONTROL

Each Party acknowledges that it is subject to and agrees to abide by the United States laws and regulations controlling the export or transfer of information, technical data, software, items, materials, mockups/prototypes, biological materials and other items (including the Arms Export Control Act ("AECA"), as amended and enumerated in the International Traffic Arms Regulations ("ITAR") 22 CFR Parts 123-130, and the Export Administration Act ("EAA") of 1979 enumerated in the Export Administration Regulations ("EAR") 15 CFR Parts 300-799. The transfer of such items and technical data may require a license from the cognizant agency of the U.S. Government or written assurances by Service Requestor that it shall not export such items to certain foreign countries and/or foreign persons without prior approval of the cognizant agency. UCFRF neither represents that a license is or is not required or that, if required, it shall be issued.

15. NOTICES

All notices and other communication given under this Agreement shall be addressed or sent via electronic mail to the address set forth below unless by a previous notice a different person or address has been designated.

UCFRF Contractual Contact:
University of Central Florida Research
Foundation, Inc.
12201 Research Parkway, Suite 501
Orlando, Florida 32826-3246

Attn: Denisha Pierre
Email: denisha.pierre@ucf.edu

UCFRF Technical Contact:
School of Public Administration, College of
Community Innovation and Education

12494 University Blvd
Orlando, FL 32816
Attn: Dr. Christopher Hawkins
Email: christopher.hawkins@ucf.edu

City of Haines City Contractual Contact:
City of Haines City

620 E. Main Street
Haines City, FL 33844

Attn: Jane Murphy
Email: jane.murphy@hainescity.com

Service Requestor Technical Contact:
City of Haines City

620 E. Main Street
Haines City, FL 33844
Attn: Jane Murphy
Email: jane.murphy@hainescity.com

16. MISCELLANEOUS

16.1 This Agreement will be governed by the laws of the State of Florida and the United States. Any dispute between the Parties concerning this Agreement shall be decided in a court of competent jurisdiction of the Parties and the subject matter hereof in Orange County, Florida. The Parties specifically waive the right to any other jurisdiction and venue, and the defense based on inconvenient forum.

16.2 The Parties to this Agreement are and will remain independent contractors and nothing herein will be construed to create a partnership, agency or joint venture between us. Neither Party shall have any authority to bind the other or the other's representatives in any way and shall not represent to any third party that it has such authority.

16.3 No default, delay, or failure to perform on the part of either Party shall be considered a default, delay, or failure to perform hereunder, if such default, delay, or failure to perform is due to causes beyond either Party's reasonable control including, but not limited to, strike, lockouts, or inactions of governmental authorities; epidemic; pandemic; war; embargoes; fire; earthquake; acts of God; or default of a common carrier. In the event of such default, delay, or failure to perform, any date or times by which either Party is otherwise scheduled to perform shall be extended automatically for a period of time equal in duration to the time lost by reason of the excused default, delay, or failure to perform.

16.4 The Parties understand and agree that a Party may suffer irreparable harm in the event of breach of any of the obligations under this Agreement and that monetary damages may be inadequate to compensate for such breach. Accordingly, the Parties agree that, in the event of a breach, or threatened breach by a Party, of any of the provisions of this Agreement a Party, in addition to any other available rights, remedies or damages, shall be entitled to seek a temporary restraining order, preliminary injunction and permanent injunction in order to prevent or to restrain any such breach by the Party, or its employees, servants, agents and any and all persons directly or indirectly acting for the Party.

16.5 Neither Party may assign or transfer its rights and remedies nor transfer its obligations or subcontract for any of the Services to be performed under this Agreement, in whole or part, without the prior written consent of the other Party. This Agreement is binding upon the Parties and their permitted successors and assigns.

16.6 No waiver or delay by either Party to exercise any right or remedy of any breach of any provision hereof will constitute a waiver of any other breach of that provision or of any other provision hereof.

16.7 If any provision of this Agreement is held invalid, illegal, or unenforceable, the remaining provisions shall not be affected or impaired but shall remain in full force and effect.

16.8 Each Party represents that it has the right, power, and authority to enter into this Agreement and that it shall comply with applicable state and federal laws in its performance hereunder.

16.9 Modifications to this Agreement may be made in writing signed by authorized signatories of both Parties.

16.10 This Agreement consists of the following parts and constitutes the entire Agreement of the parties with respect to the subject matter hereof. Any other agreement, written or oral, is hereby superseded.

- a. Articles 1-16
- b. Exhibit A – Scope of Work and Deliverables

IN WITNESS WHEREOF, this Agreement has been duly executed as of the date set forth below.

University of Central Florida Research
Foundation, Inc.

City of Haines City

By:



By:

Name Amanda Coveney

Name James R. Elensky

Title Assistant Director

Title City Manager

Date 10/19/2023

Date _____

EXHIBIT A – SCOPE OF WORK AND DELIVERABLES

UCFRF shall perform the work described in:

Proposal entitled Haines City CRA Master Plan Update and Research Report and July 27, 2023.

PROJECT DESCRIPTION: UCF School of Public Administration / Urban and Regional Planning Program (Grantee) shall prepare a Master Plan Research Report and develop a Master Plan for the City of Haines City Community Redevelopment Area (CRA) to establish an environment that promotes urban planning redevelopment best practices and that recommends creative solutions for achieving the community's goals. **The Study Area consists of the Eastside neighborhood and the historic Downtown and Northeast neighborhoods (based on Figure 6.2 in the document Oakland Neighborhood 4-17-05). The Study Area is delineated on the attached Project Boundaries Map.**

Which documents are hereby incorporated into this Agreement by reference with the same force and effect as if set forth herein in full.

The following deliverable items are required:

A. Deliverable 1. Review of comprehensive and concept plans and reports.

1. Examine the previous Comprehensive Plan of the City of Haines City, with a particular focus on the sections pertaining to the Community Redevelopment Area (CRA), to identify goals, objectives, and policies that are relevant to the study area.
2. Create a written document, which can take the form of a report, memorandum, spreadsheet, or table, that examines the current vision, mission, and objectives of the city and evaluates the concept plan provided by the city.
3. Regularly update the CRA Advisory Committee and/or the City of Haines City's staff on the progress and findings of the review.
4. Prepare a written summary that captures the input and feedback received from the CRA Advisory Committee and/or CRA staff.

B. Deliverable 2. Population, socio-demographic, and economic analysis

1. Introduce the purpose and objectives of the analysis, as well as the methodology used to gather and analyze the data.

2. Present a comprehensive analysis of the city's population, including current population size, growth trends, age distribution, gender ratio, and any significant demographic changes observed. Discuss the implications of these findings on the city's future development.
3. Examine various socio-demographic factors such as education levels, income distribution, employment rates, housing patterns, and cultural diversity within the city. Analyze the social and economic implications of these factors and their impact on different segments of the population.
4. Evaluate the city's economic landscape by analyzing key indicators such as employment sectors, economic growth rates, per capita income, poverty rates, and business development trends. Assess the strengths, weaknesses, opportunities, and threats to the city's economic well-being.
5. Summarize the major findings from the analysis and provide actionable recommendations based on the identified trends and challenges. These recommendations should aim to support the city's economic and social development, address any disparities, and capitalize on opportunities for growth.
6. Prepare a written report including Sections 2.B.1–5.

c. Deliverable 3. Analysis of land uses, transportation, housing, recreation and open space, and economic development

1. Describe the approach and methods used to conduct the analysis, including data collection, analysis techniques, and any models or tools utilized.
2. Present an assessment of existing land uses within the study area, including zoning regulations, land ownership, and development patterns. Identify any strengths, weaknesses, opportunities, and threats related to land use planning.
3. Evaluate the transportation infrastructure and systems within the city, including road networks, public transit, pedestrian and bicycle facilities, and parking. Assess the efficiency, accessibility, and safety of the transportation network and identify any areas for improvement.
4. Analyze the housing condition and quality. Identify any housing challenges or disparities and propose strategies to address them.

5. Assess the availability and accessibility of parks, green spaces, and recreational facilities within the study area. Evaluate the quality and adequacy of recreational resources and recommend enhancements or new initiatives.
6. Examine the local economy, including key industries, employment opportunities, and business development. Identify potential economic drivers and recommend strategies to promote economic growth and diversification.
7. Summarize the key findings from each analysis component and provide actionable recommendations to address identified issues and improve overall planning and development outcomes.
8. Prepare a written report including Sections 3.C.1–7.

D. Deliverable 4. Identifying the redevelopment best practices and opportunities through public meeting, workshop or focus group

1. Explain the importance of identifying redevelopment best practices and opportunities through public engagement.
2. Outline the details of the public engagement activities, including the types of meetings, workshops, or focus groups held, the target audience, and the agenda or topics covered.
3. Present the findings from the public engagement activities, highlighting the identified redevelopment best practices and innovative approaches shared by the participants. Provide examples and case studies where applicable.
4. Summarize the input and perspectives gathered from community members and relevant agencies. Highlight common themes, concerns, and aspirations expressed during the engagement process.
5. Analyze the feedback received during the public engagement activities to identify opportunities for redevelopment within the study area. Consider factors such as underutilized spaces, community needs, economic potential, and sustainability considerations.
6. Prepare a written summary including Sections 2.D.1–5.

E. Deliverable 5. Provide the guideline for development plan with objectives and action strategies

1. Explain the importance of having comprehensive guidelines for the city's development plan.
2. Present the vision statement for the city's development and outline the key objectives that the development plan aims to achieve.
3. Identify and describe the action strategies and approaches that will be employed to achieve the development objectives. These strategies may include land uses, transportation, housing, recreation and open space, and economic development.
4. Prepare a written summary including Sections 2.E.1.-3.

F. Deliverable 6. Create a Master Plan including Deliverables 1 – 5.

1. Prepare a proposed Master Plan for the Study Area that incorporates the results from the review of existing comprehensive, strategic and concept plans, from the population, socio-demographic, and economic analysis, from the land uses, transportation, housing, recreation/open space, and economic development analysis, the input received from the public engagement process and redevelopment best practices.
 - C. Prepare an amended comprehensive plan incorporating the Master Plan into the Grantee's comprehensive plan. Grantee may also propose amendments to its land development regulations for this purpose.
 - D. Prepare a proposed schedule of public hearings to transmit and adopt the amended comprehensive plan identified pursuant to Section 3.F.2. above pursuant to Section 163.3184, Florida Statutes, and a proposed schedule for adoption of amendments to the land development regulations, if any are proposed pursuant to Section 3.F.2. above.

1. **DELIVERABLES:** The specific deliverables, tasks, due dates, and payment amounts are set forth in the following table:

Deliverables	Tasks	Payment Amount
<p>Deliverable 1. Review of Comprehensive and Concept Plans and Reports.</p> <p>Grantee shall examine the previous Comprehensive Plan to identify goals, objectives, and policies that are relevant to the Historic Downtown, Northeast and Eastside neighborhoods, prepare a written document, and regularly update the CRA Advisory Committee/Staff on the progress and findings of the review in accordance with Section 2.A. of this Scope of Work.</p> <p>Deliverable due date: March 15, 2024</p>	<p>Completion of Deliverable 1 as evidenced by submission of all of the following:</p> <ul style="list-style-type: none"> G. Document identifying comprehensive plan goals, objectives and policies that are relevant to the Historic Downtown and Northeast neighborhoods. H. A written document that examines the current vision, mission, and objectives of the city and evaluates the concept plan provided by the city. I. A written summary that captures the input and feedback received from the CRA Advisory Committee and CRA Agency. 	<p>\$7,264</p>

<p>Deliverable 2. Performing Population, Socio-Demographic, and Economic Analysis</p> <p>Grantee shall analyze the socio-economic characteristics of the population including population trends and projections. Summarize the key findings from each analysis component and provide actionable recommendations to address identified issues and improve overall planning and development outcomes in accordance with Section 2.B. of this Scope of Work.</p> <p>Deliverable due date: March 15, 2024</p>	<p>Completion of Deliverable 2 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> 1. Document summarizing the key findings from each analysis component and provide actionable recommendations to address identified issues and improve overall planning and development outcomes. 2. Written summary outlining the major findings from each analysis component and offer practical recommendations to address identified issues and enhance planning and development outcomes. 	<p>\$7,264</p>
---	---	----------------

<p>Deliverable 3. Performing Analysis of Land Uses, Transportation, Housing, Recreation and Open Space, and Economic Development</p> <p>Grantee shall present an assessment of existing land uses within the study area, evaluate the transportation infrastructure and systems within the city, analyze the housing condition and quality, identify any housing challenges or disparities, assess the availability and accessibility of parks, green spaces, and recreational facilities, examine the local economy, and summarize the key findings from each analysis component and provide actionable recommendations to address identified issues and improve overall planning and development outcomes in accordance with Section 2.C. of this Scope of Work.</p> <p>Deliverable due date: March 15, 2024</p>	<p>Completion of Deliverable 3 as evidenced by submission of all of the following:</p> <ul style="list-style-type: none"> A. Document summarizing the key findings from each analysis component and provide actionable recommendations to address identified issues and improve overall planning and development outcomes. B. Written summary outlining the major findings from each analysis component and offer practical recommendations to address identified issues and enhance planning and development outcomes. 	<p>\$7,264</p>
--	---	----------------

<p>Deliverable 4. Identifying the Redevelopment Best Practices and Opportunities through Public Meeting, Workshop or Focus Group</p> <p>Grantee shall identify redevelopment best practices and opportunities through public engagement, and conduct a public meeting, workshop or focus group in accordance with Section 2.D. of this Scope of Work.</p> <p>Deliverable due date: August 17, 2024</p>	<p>Completion of Deliverable 4 as evidenced by submission of all of the following:</p> <ul style="list-style-type: none"> C. Document identifying strategies, redevelopment best practices, and opportunities. D. Notice of any public meeting or workshop. E. Agenda for any public meeting or workshop. F. Presentation material used for any public meeting or workshop. G. Public notice of focus group including digital invitation to be sent to Community partners if a focus group is used. H. List of Community partners to whom focus group notice is sent, if a focus group is used. I. Written summary describing the public meeting, public workshop, or focus group, including the specific input received. 	<p>\$7,264</p>
<p>Deliverable 5. Providing the guideline for development plan with objectives and action strategies</p> <p>Grantee shall present the vision statement for the city's development and outline the key objectives that the development plan aims to achieve, identify and describe the action strategies and approaches that will be employed to achieve the development objectives in accordance with Section 2.E. of this Scope of Work.</p> <p>Deliverable due date: October 1, 2024</p>	<p>Completion of Deliverable 5 as evidenced by submission of all of the following:</p> <ul style="list-style-type: none"> J. Document identifying the guideline for development plan with objectives and action strategies. 	<p>\$7,264</p>

<p>Deliverable 6. Create a Master Plan including Deliverables 1 – 5.</p> <p>Grantee shall prepare a proposed Master Plan for the Study Area that incorporates the results from the review of comprehensive and concept plans, from the population, socio-demographic, and economic analysis, and from land uses, transportation, housing, recreation and open space, and economic development analysis, redevelopment Best Practices, and opportunities related to the study area in accordance with Section 2.F. of this Scope of Work.</p> <p>Deliverable due date: November 15, 2024</p>	<p>Completion of Deliverable 6 as evidenced by submission of all of the following:</p> <ol style="list-style-type: none"> Proposed Master Plan. 	<p>\$7,264</p>
<p>Total Amount Not to Exceed \$43,584</p>		

Note: Deliverables identified above will be provided on paper or electronically in MS Word or PDF format. If maps are required, they shall be provided digitally in ArcGIS format with ArcGIS compatible shapefiles if they are available.

Project Boundaries

