

RESEARCH AND TECHNICAL ASSISTANCE

MASTER AGREEMENT

THIS MASTER AGREEMENT ("**Agreement**"), made and entered into this 9th day of January 2023^{4^{cc}}, by and between the Hernando County Board of County Commission, an independent special district, ("**Hernando**"), and THE UNIVERSITY OF SOUTH FLORIDA BOARD OF TRUSTEES, ("**USF**"), with Hernando and USF being also referred to herein collectively as "**Parties**" and individually as "**Party**."

WITNESSETH:

WHEREAS, Hernando desires to engage USF to perform certain services as described in a specific, separate Work Order ("WO") to be issued subsequent to the execution of this Agreement that describes the general terms and conditions; and

WHEREAS, USF does not desire to compete with the engineering and business consultant industry within Hernando County, but to provide Hernando technical assistance services in the form of research and developmental studies, within the scope of work performed within the Center for Urban Transportation Research ("CUTR") which may include as mutually agreed the fields of architecture, business, civil and environmental engineering, funding and financing, land use and urban design, mobility solutions, planning, project development, public engagement technology advancements, and geographic information systems ("**Professional Services**"), as may be needed by Hernando during the term of this Agreement; and

WHEREAS, USF desires to provide such services in furtherance of its mission of education, research, and service.

NOW THEREFORE, in consideration of the premises and the mutual benefits that will accrue to the Parties hereto in carrying out the terms and provisions of this Agreement, the Parties hereto agree as follows:

I. GENERAL SCOPE

A. The relationship of USF to Hernando will be that of an independent contractor. USF will provide the Professional Services required under a WO and this Agreement in accordance with acceptable professional and ethical standards.

B. USF shall work with Hernando to achieve feasible solutions to problems identified by Hernando and the appropriate approaches or techniques to be used by Hernando to accomplish Hernando's objectives as set forth in the WOs that will be made a part of this Agreement upon execution by the Parties.

C. The scope of the Professional Services to be provided by USF shall be covered in detail in said WO(s).

II. DEFINITIONS.

The following terms, when used in this Agreement, shall have the definitions subscribed herein.

A. SUBCONTRACTED SERVICES.

Subcontracted services is defined as those services provided by any person, firm, or entity having a direct contract with USF, or with any other subcontractor for the performance of any part of USF's obligations in providing and performing the Professional Services for which it is contractually obligated, responsible, and liable under this Agreement and any WO.

B. HOURLY RATE.

Hourly rate is defined as the billable rate per hour agreed upon by Hernando and USF for compensation for Professional Services provided as part of hourly rate structured WOs. The hourly rate specific to each WO will be specified upon issuance of each hourly rate structured WO.

C. FIXED PRICE

Fixed Price is defined as a type of WO in which compensation for Professional Services is based upon a fixed fee to be paid upon completion of all tasks as specified in each fixed price WO and agreed upon by Hernando and USF. Fixed Price shall be inclusive of any indirect fees that are required pursuant to USF policy or practice.

D. REIMBURSABLE EXPENSES.

Reimbursable expenses are defined as those expenses incurred by USF in the course of performing the required Professional Services on each respective WO over and above the basic compensation to be received for the Professional Services performed. Such expenses shall be the actual "out of pocket" costs incurred by USF, taking into account any discounts applicable thereto. Each WO shall establish a maximum amount of such reimbursable expenses that may not be exceeded except with advance written permission by Hernando.

E. DEPARTMENT.

Department is hereby defined as various departments within CUTR at USF with which Hernando may wish to contract for needed Professional Services.

III. DATA AND SERVICES TO BE PROVIDED BY Hernando.

Hernando shall provide for each WO the appropriate plans, records, or documents and any other data or services required to perform each respective WO.

IV. TERM OF AGREEMENT.

The Term of Agreement shall be for two (2) years from date of execution of this Agreement or until such time as all outstanding WOs issued prior to expiration of the initial term have been completed. The Term of Agreement may be updated and extended upon agreement between both parties.

V. PERFORMANCE OF SERVICE.

USF shall begin work promptly upon receipt of a fully executed copy of each respective WO. The specified services shall be completed in accordance with the schedule contained in each respective WO. In the event that the services of USF are delayed for reasons beyond USF's control, the time of performance shall be adjusted appropriately as agreed by both Parties.

VI. GENERAL CONSIDERATIONS.

A. All original sketches, tracings, computations, details, calculations, data, geospatial data, and other documents that result from USF's services provided under this Agreement shall be considered research and may be used by USF or Hernando and shall be made available, upon request, to Hernando at any time. Where such documents are required to be filed with governmental agencies, USF will furnish copies to Hernando upon request.

B. Hernando acknowledges that materials cited in paragraph VI A above that are provided by USF are not intended for use in connection with any project or purpose other than the project or purpose for which such materials were prepared pursuant to this Agreement. Any use by Hernando of such materials in connection with the project or purpose other than the use of such materials was intended without prior written consent of USF shall be at Hernando's sole risk, and USF shall have no responsibility or liability thereof.

C. Data and/or information collected during the course of this Agreement shall be publishable by USF for educational purposes only. However, pursuant to Section 1004.22(2), Florida Statutes (2017), USF shall release upon demand the title and description of the research, name of the researcher, and the source and amount of funding.

VII. COMPENSATION

A. Hernando will compensate USF for Professional Services performed on each WO in accordance with a negotiated, lump sum cost or established hourly rate agreed upon by the Parties.

B. Total compensation for all Professional Services and expenses shall not exceed \$50,000.00 per WO and \$300,000.00 total for all WOs during the term of this Agreement. The value of each may exceed the \$50,000 WO cap if both parties recognize the need for a larger WO (e.g. Transit Development Plan, Comprehensive Operations Analysis, or other) and if agreed upon by Hernando County's governing board. USF is not guaranteed any certain amount of compensation, work, or number of WOs, as Hernando may choose to utilize USF to perform Professional Services during the term of this Agreement. The total compensation may also be re-evaluated based on emerging demands and needs of Hernando.

VIII. PAYMENT FOR PROFESSIONAL SERVICES

Payment for Professional Services and reimbursable expenses as defined in this Agreement shall be made upon presentation of USF's approved, itemized invoice, accompanied by valid receipts for reimbursable expenses claimed by USF, all in accordance with the Prompt Payment Act.

[X] RECORDS

Records of reimbursable expenses shall be kept on a generally recognized accounting basis and shall be made available to Hernando, or its authorized representative, as required by Hernando. Financial records, supporting documents, and other records pertinent to this Agreement shall be retained for a period of three (3) years from the date of submission of the final expenditure report. Records pertaining to audits, appeals, litigation, or settlement of claims arising out of the performance of this subcontract shall be retained until such audits, appeals, litigation, or claims have been settled.

X. PERSONNEL

USF represents that it has, or will secure, at its own expense, all personnel required in performing the services under this Agreement. All personnel engaged in performing the Professional Services shall be fully qualified and shall be authorized or permitted under state and local law to perform such services. No person who is currently incarcerated in a penal or correctional institution shall be employed or work under this Agreement.

XI. SUSPENSION, CANCELLATION, OR ABANDONMENT

A. Hernando or USF may cancel or terminate this Agreement without cause upon thirty (30) days' written notice to the other Party. Upon cancellation or termination hereof, USF shall immediately cease work herein and shall be compensated for Professional Services rendered up to the time of such cancellation or termination and performed in accordance with this Agreement, on a quantum merit basis, and Hernando shall have no further financial obligation to USF.

B. Hernando may suspend or abandon any individual WO issued in accordance with this Agreement; and in such event, USF shall be given thirty (30) calendar days' prior written notice of such action and shall be compensated for Professional Services performed in accordance with this Agreement, on a quantum merit basis, up to the date of suspension, cancellation, or abandonment or otherwise, as mutually agreed upon in writing by the Parties.

XII. INDEMNIFICATION

Hernando will be responsible for actual damage arising from any injuries or damages directly resulting from Hernando's negligence or willful misconduct to the extent of its waiver of sovereign immunity under 768.28, Florida statute; failure to comply with applicable government requirements; or breach of this Agreement. USF agrees, to the extent of its waiver of sovereign immunity under 768.28, Florida Statutes, to be responsible for actual damages that are attributable to the negligent acts or omissions of USF and its officers, agents, and employees acting within the scope of their employment by USF. This statement shall not be construed or interpreted as consent

by USF to be sued or as a waiver of USF's sovereign immunity under § 768.28, Florida Statutes. USF shall maintain comprehensive general liability protection with limits of coverage of two hundred thousand dollars (\$200,000) per person, three hundred thousand dollars (\$300,000) per occurrence, pursuant to the terms and limitation of §768.28 and chapter 284, Part 2, Florida Statutes.

XIII. INTEREST OF HERNANDO.

No member of the Hernando Board of Directors nor any other officer, employee, or agent of Hernando County who exercises any function or responsibility in connection with any WO undertaken pursuant to the terms of this Agreement shall have any personal interest, direct or indirect, in this Agreement.

XIV. INTEREST OF USF

USF covenants that it will follow its already established Conflict of Interest policies and processes for research projects in resulting Task WOs.

XV. COMPLIANCE WITH LAWS

A. USF and Hernando shall comply with the applicable requirements of the laws of the State of Florida, all applicable codes and ordinances, and all applicable rules and regulations.

B. When the WO involves EPA grant-eligible work, Hernando and USF agree that the provisions of 40 CFR, Part 30 shall become part of this Agreement through that particular WO by this reference and that such provisions shall supersede any conflicting provisions of this Agreement for the work performed under said WO.

C. For WOs involving work under other federal or state grantors or approving agencies, Hernando and USF shall review and approve the applicable required provisions, or any other supplemental provisions as may be included in each respective WO.

XVI. EQUAL EMPLOYMENT.

During the performance of this Agreement or any WO performed hereunder, USF, in addition to complying with any specific requirement of a federal or state grantor, shall continue to

maintain its well established policies and practices related to diversity, inclusion, and equal opportunity.

XVII. RELATIONSHIP OF PARTIES

A. Hernando has retained USF as an independent consultant to provide Professional Services for specific work as described in the various WOs that may be assigned under this Agreement, and this Agreement shall not be construed to constitute USF or its employees or subcontractors as an agent, representative, or employee of Hernando. USF shall use its professional expertise to protect the interests of Hernando and shall assume toward Hernando a professional relationship of trust, confidence, and fair dealing.

B. Nothing contained in this paragraph shall be deemed to create a partnership or joint venture relationship between Hernando and USF.

C. USF certifies its understanding that Hernando is not required to withhold any federal income tax, social security tax, state and local tax, to secure workers compensation insurance or liabilities insurance of any kind or to take any action of any kind with respect to the insurance or taxes of USF or its employees.

XVIII. ENTIRE AGREEMENT

This Agreement and any WO represents the entire agreement between Hernando and USF with respect to the subject matter of this Agreement as described herein and supersedes all prior negotiations, understandings, representations, or agreements, written or oral.

XIX. NOTICES

Any notices required and made pursuant to this Agreement shall be in writing and shall be given by the United States Postal Service First Class Mail which is prepaid or by telefax or by hand-delivery addressed to the following representative of Hernando and USF:

Hernando County Board of
County Commission:
Darlene Lollie
Transit Administrator
1525 East Jefferson Street
Brooksville FL 34601

University of South Florida:
Hanna Pitts
Division of Sponsored Research
3702 Spectrum Blvd., Ste 165
Tampa, Florida 33612

With a copy to:
Jon Jouben, County Attorney
20 N. Main St., Rm. 462
Brooksville, FL 34601

XX. APPLICABLE LAW VENUE

A. This Agreement shall be governed by the laws or rules and regulations of the State of Florida without regard to Florida provisions for conflict of laws.

B. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement in which Hernando is a defendant, USF may bring such a proceeding in the United States District Court for the Middle District of Florida or a state court sitting in Hernando County. Each party acknowledges that those courts would be a convenient forum in such a circumstance.

C. As the exclusive means of bringing adversarial proceedings to resolve any dispute arising out of this Agreement or the subject matter of this Agreement in which USF is a defendant, Hernando may bring such a proceeding in the United States District Court for the Middle District of Florida or a state court sitting in Hillsborough County. Each party acknowledges that those courts would be a convenient forum in such a circumstance.

XXI. AMENDMENT

This Agreement and any WOs may only be amended by a written instrument duly executed by Hernando and an authorized representative of USF.

XXII. USE OF NAME & LOGO

Neither Party shall use the name or logo of the other without prior written approval.

IN WITNESS WHEREOF, the Parties hereto have hereunto set their hands on the date
first above written.

ATTEST:

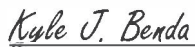
Board of County Commissioners
Hernando County, Florida


Douglas A. Chorvat, Jr.
Clerk of Circuit Court &
Comptroller


Elizabeth Narverud
Chairwoman



APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:


County Attorney's Office

UNIVERSITY OF SOUTH FLORIDA BOARD
OF TRUSTEES

Stephanie
Rios

Digitally signed by
Stephanie Rios
Date: 2024.01.26
15:18:06 -05'00'

Stephanie Rios, Director Sponsored Research

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY


Timothy C. Mays, Jr.
USF ATTORNEY