

**MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF NEW PORT RICHEY AND
GREATER NEW PORT RICHEY MAIN STREET, INC.**

This MEMORANDUM OF UNDERSTANDING herein referred to as “AGREEMENT” is made upon the signing of the parties by and between the City of New Port Richey, Florida, a municipal corporation, whose address is 5919 Main Street, New Port Richey, Florida, 34652, herein after referred to as “CITY”, and Greater New Port Richey Main Street, Inc., a Florida Main Street 501C3 nonprofit organization authorized to do business as a nonprofit in the State of Florida, whose address is 5919 Main Street, New Port Richey, Florida, 34652, hereinafter referred to as “GNPRMS”.

W I T N E S S E T H:

WHEREAS, the City of New Port Richey City Council has budgeted funds to provide for the Director position of GNPRMS, appropriate office space for the staff person, their staff and supplies; and

WHEREAS, GNPRMS has been designated a Florida Main Street City by the Division of Historical Resources, Florida Department of State; and

WHEREAS, GNPRMS is incorporated, filed for, and received their 501C3 status, and has a working Board of Directors; and

WHEREAS, the CITY has supported the development of GNPRMS and intends to continue to do so; and

WHEREAS, both the CITY and GNPRMS agree on the importance of a strong four-point Main Street Approach for Downtown; and

WHEREAS, the CITY and GNPRMS both desire to create a strong and viable downtown.

NOW THEREFORE in consideration of the mutual covenants, promises, and representations contained herein and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree to as follows:

ARTICLE I - RECITALS

The WHEREAS clauses are hereby incorporated by reference and are represented to be true and correct.

ARTICLE II - TERM

This AGREEMENT shall continue in force until September 30, 2016 unless either party chooses to exercise its rights under Article VII - Termination below.

ARTICLE III - ADMINISTRATION OF AGREEMENT

Administration of this AGREEMENT shall be under the general direction of the City Manager or designee who shall act as the CITY'S representative during the performance of this AGREEMENT. The Agreement Administrator for GNPRMS is its President or designee, who will also serve as the day-to-day contact person. Each party agrees to provide written notification within fifteen (15) days, should the representative of either party change during the term of this AGREEMENT.

ARTICLE IV - GENERAL CONDITIONS

This AGREEMENT is governed by and shall be construed according to the laws of the State of Florida and the governing documents of the Florida and National Main Street organizations. Venue for any dispute, claim or action arising out of or related to this AGREEMENT shall be in the Sixth Judicial Circuit in and for Pasco County, Florida (Westside.) Each party hereto shall bear their own attorneys' fees and costs in the event of any dispute, claim, action or appeal arising out of or related to this AGREEMENT.

ARTICLE V - WARRANTY AND OBLIGATION

This AGREEMENT sets forth the final and entire AGREEMENT between the parties hereto and neither they nor their agents shall be bound by any terms, conditions, statements, warranties or representations, oral or written, not herein contained.

The obligations of the CITY under this AGREEMENT are subject to the availability of funds lawfully appropriated for its purpose by the City Council of the City of New Port Richey. Funds must be appropriated in each annual budget and may be withdrawn at the Council's sole discretion.

ARTICLE VI - INDEMNIFICATION

GNPRMS shall indemnify and hold the CITY harmless, including its elected and appointed officials, agents and employees, from and against all claims, damages, losses, and expenses, including, but not limited to, attorney's fees and costs, and attorney's fees on appeal arising out of or resulting from the carrying out of this AGREEMENT, arising out of any work activities performed under this AGREEMENT, or constituting a breach of any term of this AGREEMENT, except if due to a negligent act of the CITY.

ARTICLE VII - TERMINATION

Either party shall have the right to terminate this AGREEMENT for any material breach of any term of this AGREEMENT. A breach shall include, but not be limited to, failure to utilize the funds as directed within this AGREEMENT, failure by the CITY to approve use of property and secure dates for GNPRMS longstanding events such as Cotee River Seafood Fest, Main Street Blast, Night in Tropics, Fall Festival and Main Street Holidays. Any additional events will be subject to approval by the Main Street Board of Directors. Termination of the AGREEMENT by GNPRMS pursuant to this paragraph shall preclude GNPRMS from applying

for any further grants from the CITY during the same contract year. Should the CITY cause a breach as outlined above and subsequently cause termination of this AGREEMENT, the CITY shall not unreasonably withhold usual and customary support of regular events sponsored by GNPRMS. Upon either party's determination that a breach of any term of this AGREEMENT, said party will provide written notice of said breach, and provide, in the written notice, the corrective action that must be taken. If the party does not take the above-described corrective action within fifteen (15) calendar days of receipt of the written notice, this AGREEMENT shall terminate without any further notice. The corrective action must be acceptable to the aggrieved party in order to avoid termination hereunder.

ARTICLE VIII - REVIEW OF FINANCIAL RECORDS

For a period of up to three (3) years after the end of the fiscal year in which the grant is awarded or termination of this AGREEMENT, the CITY shall have the right to review and audit any and all financial records or any other records having to do with this AGREEMENT, at any time. GNPRMS agrees to cooperate fully on any review or audit conducted by CITY. GNPRMS shall submit an annual operating budget to the CITY within thirty (30) days of execution of this AGREEMENT.

ARTICLE IX - AMENDMENTS

Amendments hereof must be mutually agreed upon by the parties and must be in writing.

ARTICLE X - NOTICES

Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery or first class mail to:

Greater New Port Richey Main Street, Inc.
ATTN: President, Board of Directors
5919 Main Street
New Port Richey, FL 34652

City of New Port Richey
ATTN: City Manager
5919 Main Street
New Port Richey, FL 34652

With a copy to:

City of New Port Richey
ATTN: City Attorney
5919 Main Street
New Port Richey, FL 34652

All notices shall be effective upon receipt. Any party may change their representative to get notice or their address by giving notice in this manner without the need of formal amendment to this AGREEMENT.

ARTICLE XI - QUATERLY REPORTS

GNPRMS shall provide quarterly reports to the CITY detailing the following efforts:

Economic Restructuring - detailing approaches to strengthening the competitiveness of existing businesses, recruiting new businesses, and converting unused or underused space to more productive uses.

Promotion - detailing efforts for creating a positive image of the downtown area to encourage consumers and investors to live, work, shop, play, and invest in the downtown.

Design - detailing efforts to create an inviting atmosphere, through facade, streetscape and other design improvements as well as ongoing maintenance of the downtown area.

Organization - detailing efforts to focus on strategies for getting stakeholders to work toward the same goal and for assembling the appropriate people and financial resources to implement your program.

GNPRMS shall provide to the CITY monthly financial reports detailing all revenue and expenditures.

ARTICLE XII - BOARD OF DIRECTORS

The CITY shall appoint one voting member and one ex-officio member to the Board of Directors for GNPRMS as its representatives.

ARTICLE XIII - DIRECTOR

The CITY shall employ a full-time, professional level Main Street Director. The CITY shall also provide reimbursement for expenses to attend required National and Florida Main Street Conferences, as well as any required Main Street training and office space which shall be housed in City Hall. The CITY shall establish duties for the position to include, but not be limited to the following:

1. Oversight of the daily operations of the GNPRMS program, including coordinating and facilitating committees, creating support for GNPRMS, and building strong relations with the downtown businesses and residents; and
2. Provide recommendations and technical assistance to the GNPRMS Board of Directors; and
3. Other duties as outlined in the Main Street Program Director job description provided by the CITY.

IN WITNESS WHEREOF, the parties have caused this MEMORANDUM OF UNDERSTANDING to be executed for the uses and purposes therein expressed on the day and year first above written.

ATTEST:

CITY OF NEW PORT RICHEY

Doreen M. Summers, CAP-OM, CMC
City Clerk

Debbie L. Manns, City Manager

Date

**GREATER NEW PORT RICHEY
MAIN STREET, INC.**

Date

By: _____
its _____

Witness:

Signature

Signature

Printed Name of Witness

Printed Name of Witness