

SPECIAL SERVICES AGREEMENT

THIS SPECIAL SERVICES AGREEMENT (Agreement) by and between the CITY OF NEW PORT RICHEY COMMUNITY REDEVELOPMENT AGENCY, a corporate body politic with its principal place of business located at 5919 Main Street, New Port Richey, FL 34652 (hereinafter "City") and ARNETT MULDROW & ASSOCIATES, LTD, with the principal place of business located at P.O. Box 4151, Greenville, SC 29608 (hereinafter "Vendor") is hereby entered into this _____ day of _____, 2019.

WHEREAS, City is in need of special services relating to marketing of the Redevelopment Areas of the City of New Port Richey;

WHEREAS, Vendor is in the business of providing professional marketing services; and

WHEREAS, the parties desire to enter into an agreement for Vendor to provide marketing services to City.

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as follows:

1. Recitals. The above recitals are true and correct and are incorporated herein by reference.
2. Term of Agreement. This term of this Agreement shall commence upon the Effective Date and shall continue until completion of the services of Vendor.
3. Duties of Vendor. Vendor shall provide marketing services to City as follows:

A branding, marketing and market analysis study for the City of New Port Richey Community Redevelopment Area, and planning and design services, as set forth more specifically in the Attachment "A" Scope of Services, hereinafter referred to collectively as "Project").

Vendor shall provide such marketing services to City, subject to the approval of CRA's Executive Director. Prior to distribution or publication of any marketing materials, Vendor shall submit the same, along with a schedule for release and use, to City for pre-approval. Only marketing materials approved

by CRA's Executive Director, in writing, shall be distributed or published to any person or the general public, and only for such release and use dates approved therewith. City shall have the sole and absolute discretion to reject any and all marketing materials or associated schedule of release and use, without cause or liability to Vendor of any kind. Vendor assumes the risk of loss of any rejected marketing materials and the expense of production thereof. Vendor shall obtain and provide City any and all written documentation of Vendor's intellectual property rights for the use of any marketing materials produced by Vendor. Vendor shall obtain releases from any and all persons appearing in any marketing materials authorizing the use of said person's image therein, and shall provide such releases to City. Vendor warrants to City that it has the full authority and legal right to the use of any marketing materials produced hereunder. All marketing materials produced by Vendor and accepted by City hereunder shall become the intellectual property of City, and the same may be used or reproduced by City in any manner it may deem appropriate in its sole and absolute discretion.

4. Compensation. Vendor shall be compensated by City at a rate not to exceed Forty Four Thousand Six Hundred Dollars and NO/100 (\$44,600.00) as set forth in Attachment A. Any travel reimbursement shall be limited to expenses incurred only for travel outside Pasco County necessary to fulfill the responsibilities hereunder upon prior written approval of City. Payment shall be made in compliance with the Florida Prompt Payment Act, as may be amended.
5. Independent Contractor. The terms of this Agreement are not intended to, nor shall they be construed to, create any relationship between City and Vendor, other than that of independent contractors solely for the purposes set forth in this Agreement. The Parties shall be considered independent and, neither of them, nor any of their respective representatives, employees, or agents shall be construed to be the agent, employee, or representative of the other.
6. Indemnification. Vendor shall defend, indemnify and hold harmless City and all of its officers, agents, and employees from and against all claims, liability, loss and expense, including reasonable costs, collection expenses, attorneys' fees, and court costs which may arise because of the negligence (whether active or passive), misconduct, or other fault, in whole or in part (whether joint, concurrent, or contributing), of Vendor, its officers, agents or employees in performance or non-performance of its obligations under the Agreement.

Vendor recognizes the broad nature of this indemnification and hold harmless clause, as well as the provision of a legal defense to City when necessary, and voluntarily makes this covenant and expressly acknowledges the receipt of such good and valuable consideration provided by City in support of these indemnification, legal defense and hold harmless contractual obligations in accordance with the laws of the State of Florida. This clause shall survive the termination of this Agreement. Compliance with any insurance requirements required elsewhere within this Agreement shall not relieve Vendor of its liability and obligation to defend, hold harmless and indemnify City as set forth in this article of the Agreement.

7. Insurance. Vendor shall, at its sole cost and expense, procure and maintain throughout the term of this contract, Comprehensive General Liability and Worker's Compensation insurance, including Employer Liability insurance, with minimum policy limits of \$1,000,000.00 Combined Single Limits, or to the extent and in such amounts as required and authorized by Florida law, and will provide endorsed certificates of insurance generated and executed by a licensed insurance broker, brokerage or similar licensed insurance professional evidencing such coverage, and naming City as a named, additional insured, as well as furnishing City with a certified copy, or copies, of said insurance policies. Certificates of insurance and certified copies of these insurance policies shall accompany this signed contract. Said insurance coverages procured by Vendor as required herein, including but not limited to any excess and/or umbrella coverages, shall be considered primary insurance over and above any other insurance, or self-insurance, available to City, and that any other insurance, or self-insurance available to City shall be considered secondary to, or in excess of, the insurance coverage(s) procured by Vendor as required herein.
8. Termination. Either party may terminate this Agreement, with or without cause, upon thirty (30) days' written notice to the other party indicating the terminating party's intent to terminate and the effective date of termination. The parties shall perform all obligations outstanding under this Agreement through the effective date of the termination.
9. Notices. Whenever either party desires to give notice unto the other, written notice shall be sent via hand delivery, first class mail, certified return receipt or overnight carrier to:

FOR CITY:

City of New Port Richey
Community Redevelopment Agency
ATTN: Executive Director
5919 Main Street
New Port Richey, Florida 34652

FOR VENDOR

Arnett Muldrow & Associates, Ltd.
P.O. Box 4151
Greenville, SC 29608

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

10. Assignment. The Parties shall not assign this Agreement except upon prior written agreement of the Parties.
11. Governing Law and Venue. This Agreement shall be governed by, construed and interpreted in accordance with the laws of the State of Florida. The Parties consent to jurisdiction over them and agree that venue for any state action shall lie solely in the Sixth Judicial Circuit in and for Pasco County, Florida (Westside), and for any federal actions shall lie solely in the U.S. District Court, Middle District of Florida, Tampa Division. Jurisdiction based upon diversity is hereby waived.
12. Amendment. This Agreement may not be amended or altered except upon written agreement of the Parties.
13. Heading and Section References. The headings and section references in this Agreement are inserted only for the purpose of convenience and shall not be construed to expand or limit the provisions contained in such sections.
14. Authorization. The Parties represent and warrant that they are authorized to enter into this Agreement without the consent and joinder of any other party and that the individuals executing this Agreement have full power and authority to bind their respective parties to the terms hereof.
15. Public Records. Upon request from City's custodian of public records, Vendor shall provide City a copy of any requested public 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 the Florida Public Records Act or as otherwise provided by law. Vendor shall 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 this Agreement and following completion of this Agreement if Vendor does not transfer the records to City. Upon completion of this Agreement, Vendor shall transfer, at no cost to City, all public records in possession of Vendor or keep and maintain public records required by City to perform the services provided in this Agreement. If Vendor transfers all public records to City upon completion of this Agreement, Vendor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Vendor keeps and maintains public records upon completion of this Agreement, Vendor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to City, upon request from City's custodian of public records, in a format that is compatible with the information technology systems of City.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (727) 853-1024, MANNSD@CITYOFNEWPORTRICHEY.ORG, AND 5919 MAIN STREET, NEW PORT RICHEY, FLORIDA 34652.

(Signatures appear on following page)

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed to be effective as of the date first above written.

ATTEST:

**CITY OF NEW PORT RICHEY
COMMUNITY REDEVELOPMENT AGENCY**

Judy Meyers, City Clerk

Debbie L. Manns, Executive Director

Approved as to Form and Sufficiency:

Timothy P. Driscoll, City Attorney

WITNESS:

**ARNETT MULDROW &
ASSOCIATES, LTD**

Signature

Signature

Printed Name of Witness

Printed Name