

CITY OF NEW PORT RICHEY, FLORIDA
PURCHASING AGREEMENT

THIS AGREEMENT is hereby executed this ___ day of _____, 2021, between the CITY OF NEW PORT RICHEY, FLORIDA (hereinafter "CITY") and PEOPLE PLACES, LLC (hereinafter "VENDOR"), as follows:

WHEREAS, City is desirous of purchasing from Vendor the services described in this agreement; and

WHEREAS, Vendor is in the business of providing the services described herein, and has submitted an appropriate proposal to the City to provide the same; and

WHEREAS, this agreement has been properly approved by the appropriate authority of the City and the Vendor.

NOW, THEREFORE, upon the mutual covenants contained herein, and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the parties hereto hereby agree to the following:

1. City hereby agrees to purchase, and Vendor hereby agrees to provide the following services:

Land Development Code comprehensive review and amendment recommendations, as more specifically identified in the Proposal for Services attached hereto.

2. Upon Vendor's full performance of the services, City shall pay Vendor the sum of \$10,000.00, and such additional sums as provided in the Proposal for Services, as full consideration for the goods or services provided hereunder.

3. In consideration of the payment of ten dollars as part of the above purchase price, Vendor shall indemnify, defend and hold City harmless for itself, its employees, agents and assigns, from and against any and all losses, claims, damages, suits, actions, or demands, including attorneys' fees and costs of litigation through all appellate proceedings, arising from the performance or non-performance of this agreement, whether caused in part by the City or not. . Nothing contained herein shall be construed as a waiver of any immunity from or limitation of liability to which City may be entitled under the doctrine of sovereign immunity or Section 768.28, Florida Statutes. All obligations set forth in this Section shall survive termination of this Agreement, however terminated, and shall not be limited by the amount of any insurance required to be obtained or maintained under this Agreement.

4. This Agreement shall be binding upon the parties, their successors, assigns, and legal representatives. Vendor shall not assign or otherwise transfer any of the rights or duties under this Agreement, without the express written consent of City.

5. This document, together with the attached Proposal for Services, embodies the entire agreement of the parties. To the extent of any conflict between this document and the attached

Proposal for Services, the terms of this document shall be controlling. There are no promises, terms, conditions, or representations binding on either party hereto, other than those contained herein; and this document shall supersede all previous communications, representations, and/or agreements between the parties hereto, whether written or oral. This Agreement may be modified only in writing executed by all parties. This agreement shall be construed according to the laws of Florida, and venue for any action arising herefrom shall be in Pasco County, Florida.

6. Any notices provided hereunder shall be sent to the parties at the following addresses and shall be considered properly delivered when placed in the U.S. mail, postage prepaid, certified return receipt requested:

As to Vendor:

Manager
5742 Main Street
New Port Richey, Florida 34652

As to City:

City Manager
City of New Port Richey, Florida
5919 Main Street
New Port Richey, Florida 34652

7. Vendor shall maintain all documents related to this Agreement for such periods of time required by the Florida Public Records Act (Chapter 119, Florida Statutes). Upon request from City's custodian of public records, Vendor shall provide City 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 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed on the day and year first above written.

PEOPLE PLACES, LLC

CITY OF NEW PORT RICHEY, FLORIDA

BY: _____
FRANK STARKEY, as MANAGER

BY: _____
DEBBIE MANNNS, as CITY MANAGER

APPROVED AS TO FORM:

ATTEST:

TIMOTHY P. DRISCOLL
CITY ATTORNEY

CITY CLERK

9/27/16