

**AGREEMENT FOR SERVICES
S.A. Nelson & Associates LLC**

THIS AGREEMENT, made and entered into this _____ day of _____, by and between **S.A. Nelson & Associates LLC**, a Florida limited liability company, with office at 5883 Caribbean Blvd, West Palm Beach, FL 33407 (hereinafter “S.A.Nelson”) and the **City of Westlake**, a Florida Municipal Corporation, with office at 4001 Seminole Pratt Whitney Road Westlake, FL 33470 (hereinafter “Westlake”), with respect to the performance of both basic services and any additional services in connection with the City’s marketing and messaging program.

SECTION I -OBJECTIVES

S.A. Nelson’s objectives for City of Westlake are as follows:

The City of Westlake and S.A. Nelson shall cooperate for the purpose of making the Marketing Program successful. S.A. Nelson’s services shall include but not be limited storytelling, messaging, branding, digital campaigns, promotion and marketing communications. Work Authorizations shall be utilized to address the services requested from SA Nelson. Each Work authorization shall set forth the following information:

- Specific topic and target market
- Detailed scope of work
- Deliverables
- Time frame
- Cost of Work

SECTION II - DUTIES OF S.A.Nelson

Marketing & Public Relations: The duties of S.A. Nelson shall be detailed in each written Work Authorization and the duties may include but not be limited to the following items:

1. Identify target market
2. Develop in coordination with City Manager or designee the marketing material /message, press releases and media relations and communication.
3. Create marketing DVD

SECTION III – COMPENSATION

City of Westlake agree, as compensation for services by S.A.Nelson under and pursuant to this agreement, City of Westlake shall pay S.A.Nelson and amount as agreed upon in each Work Authorization, to be paid ~~in~~ within 30 days of invoicing.

SECTION IV - SCOPE OF SERVICES

The Scope of Services shall be detailed in each written Work Authorization and may include but not be limited to the Consultant’s services as described above.

Consultant will perform the services in a professional manner with the level of skill and care normally exercised by competent members of its profession undertaking similar work, under like conditions and locations and in the same time period (the “Standard of Care”).

SECTION V - CITY'S RESPONSIBILITIES

City shall do the following in a timely manner:

2.1 The City Manager shall be the City's representative with respect to the services to be rendered under this Agreement. The City Manager shall have complete authority to transmit instructions, receive information, and interpret and define City's policies and decisions with respect to Consultant's services for the scope of work and all work authorization.

2.2 Provide criteria and information as to City's requirements and constraints, including but not limited to space, capacity and performance requirements, flexibility and expandability, and any budgetary limitations.

SECTION VI- REIMBURSABLE EXPENSES

Reimbursable expenses shall be invoiced at actual cost and include actual expenditures made by Consultant and Consultant's subcontractors as delineated in the work authorization in the following areas:

- (1) Transportation in connection with the work authorization (but not expenses for travel to City's offices or to the Project).
- (2) Living expenses in connection with out-of-town travel
- (2) Expense of reproductions, postage and handling of Drawings, Specifications and other documents, excluding reproductions for the office use of Consultant and Consultant's subcontractors.
- (3) Expense of photographs, renderings, models and mock-ups requested by the City.

All invoices for reimbursable expenses shall be reasonable, accompanied by receipts and other evidence of payment.

SECTION VII - OWNERSHIP OF DOCUMENTS

City acknowledges that Consultant's reports, logs, field data, field notes, laboratory test data, calculations, specifications, maps, guarantees, warranties, estimates and other similar documents are instruments of professional service, not products (all such instruments of service are herein collectively referred to as "Documents"). Nonetheless, in this Agreement the Documents become the property of City and shall be delivered to the City upon demand. City may postpone payment to Consultant until delivery of Documents demanded by City. City recognizes that no Documents should be subject to unauthorized reuse, that is, reuse on other projects without the written authorization of the Consultant to do so. Such authorization is essential because it requires Consultant to evaluate the Documents' applicability given new circumstances, including the passage of time.

Consultant agrees that City may distribute the Documents to any third parties and that such third parties shall be permitted to rely thereon.

Consultant shall maintain the Work Documents in the strictest confidence and, without City's prior written consent, shall not disclose or use all or any portion of the Work Documents for any purpose other than to complete the scope of services or work authorization tasks. This section shall survive the termination of the Agreement.

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this

agreement, shall not be construed as thereafter waiving and such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION VIII - INSURANCE

Consultant and its subconsultants and subcontractors shall provide insurance coverages as indicated at Exhibit "A." Additional insured status is required for General Liability, Umbrella and Automobile Liability insurance policies under this Agreement. All insurance policies shall provide for thirty (30) days prior written notice of cancellation to City. City's acceptance of the terms, conditions or amount of any insurance policy shall not be deemed a warranty or representation as to the adequacy of such coverage. All insurance carried by Consultant, its subconsultants and subcontractors shall be primary and noncontributory to any insurance carried by City and any additional insureds with respect to Consultant's, its subconsultants' and subcontractors' indemnification obligations as described in this Agreement.

Consultant, its subconsultants and subcontractors and their insurer(s) waive any rights of subrogation with respect to General Liability, Contractor's Pollution Liability and Professional Liability insurance carried, including any deductibles therein.

SECTION IX - ASSIGNMENT

The covenants, agreements and obligations of Consultant and the City contained herein shall be binding upon each party and their respective successors and assigns and the rights of each party hereunder shall also inure to the benefit of such successors and assigns. Each of the City and Consultant expressly agrees not to assign its rights contained herein to any other party without the prior written consent of the other.

SECTION X- NO WAIVER

The failure of either party to this agreement to insist upon the performance of any of the terms and conditions of this agreement, or the waiver of any breach of any of the terms and conditions of this agreement, shall not be construed as thereafter waiving and such terms and conditions, but the same shall continue and remain in full force and effect as if no such forbearance or waiver had occurred.

SECTION XI - GOVERNING LAW

It is agreed that this agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Florida.

SECTION XII- ATTORNEY FEES

In the event any dispute arises between the parties, the prevailing party shall be entitled to an award of reasonable attorney fees and all court costs or arbitration costs (including all appellate fees and costs)

SECTION XIII- ENTIRE AGREEMENT

This agreement shall constitute the entire agreement between the parties and all prior understandings and agreements, whether oral or written, except incorporated in this agreement, and any subsequent modifications or waiver of any of the provisions of this agreement shall be invalid and unenforceable unless in writing sign by the parties.

SECTION XIV -TERMINATION OR SUSPENSION OF WORK

City may without cause, at any time by providing written notice, terminate this Agreement or suspend further work by Consultant. City shall remain fully liable for and shall promptly pay Consultant the full amount for services rendered to the date of suspension of services. Upon termination of the Agreement, Consultant shall promptly turn over to City all Documents.

SECTION XV- ADVERTISING

Consultant shall obtain the City's written consent prior to directly or indirectly publishing, disseminating or otherwise disclosing, delivering or making available to any person or entity (i) any advertising or publicity relating to its role in the Scope of Services or Work Authorizations (ii) any information relating to the City, the Scope of Service addendums, including but not limited to any identifying or other personal information relating to City or its principals or beneficial interest, photographs or other additional information, except that such information may be disclosed :

(a) to Consultant's employees and any subconsultants and subcontractors and their respective employees, to the extent necessary for such parties to perform work under this Agreement, it being understood and agreed that such parties shall be subject to the confidentiality obligations of this paragraph; and

(b) subject to the Consultant's obligations under this Agreement to consult with City before making any Required Notification(s), to the extent required by applicable law.

The provisions of this paragraph shall survive termination of this Agreement and shall bind Consultant and its subconsultants and subcontractors after completion of Consultant's services hereunder.

SECTION XVI- FORCE MAJEURE

Neither party to this Agreement will be liable to the other party for delays in performing the services, nor for the direct or indirect cost resulting from such delays, that may result from labor strikes, riots, war, acts of government authorities, extraordinary weather conditions or other natural catastrophe, or any other cause beyond the reasonable control or contemplation of either party.

SECTION XVII - SEVERABILITY AND SURVIVAL

Any element of this Agreement later held to violate a law shall be deemed void, and all remaining provisions shall continue in force. However, City and Consultant will in good faith attempt to replace any invalid or unenforceable provision with one that is valid and enforceable, and which comes as close as possible to expressing the intent of the original provision.

SECTION XVIII - MISCELLANEOUS

This Agreement shall be governed by the laws of the State of Florida. Consultant agrees to comply with all laws applicable to any aspect of the Scope of Services outlined in the work authorizations.

All notices, demands, consents, approvals, elections or other communications permitted or required to be given under the Agreement shall be in writing and shall be effective when deposited in the United States mail or delivered to a private express carrier, provided the same are received in the ordinary course at the address to which the same were sent. In addition, a copy of all notices is required to be given to City.

SECTION XIV - DEFAULT OR BREACH

Consultant shall include in its agreements with subconsultants and subcontractors a provision obligating such subconsultants and subcontractors to provide indemnification of City, its principals, officers, directors, shareholders, managers, members, partners, trustees, beneficiaries, agents, employees, officials, joint ventures, consultants, representatives, property managers, affiliates or volunteer participants as that provided above by Consultant.

In the event of Consultant's default or breach of the Agreement, the City shall have all rights under this Agreement or at law or in equity and, in addition, the City shall be entitled to receive from Consultant reasonable legal and/or collection fees, costs and expenses incurred in connection with curing any breach

or default arising hereunder and/or instituting or defending successfully any action or proceeding based upon such default or breach (including the preparation for such actions or proceedings).

No principal, officer, director, shareholder, manager, member, partner, trustee, beneficiary, agent, employee, official, joint venture, consultant, representative, property manager, affiliate or volunteer participant of Consultant or City shall be personally liable under any term or provision of this Agreement for payment obligations or otherwise, or because of any breach of this Agreement, the City is agreeing to look solely to the assets of the Consultant, and the Consultant agreeing to look solely to the City's interest in the Scope of Services and work authorizations as the same may be developed by the City.

SECTION XX - RECORDS

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

Zoie Burgess, CMC
City Clerk
City of Westlake
4001 Seminole Pratt Whitney Road
Westlake, FL 33470
(561) 530-5880
zburgess@westlakegov.com

IN WITNESS WHEREOF, EACH PARTY TO THIS AGREEMENT HAS CAUSED IT TO BE EXECUTED ON THE DATE INDICATED BELOW.

KEN CASSEL
CITY MANAGER, CITY OF WESTLAKE

Date: _____

SOPHIA A. NELSON, PRESIDENT & CEO
S.A.NELSON & ASSOCIATES, LLC

Date: _____

EXHIBIT A

Insurance Requirements

Insurance. Consultant will maintain **insurance** against the following risks during the term of the Agreement: (a) workers compensation in statutory amounts and employer's liability for consultant's employees' project-related injuries or disease; (b) general liability and automobile liability each in the amount of \$1,000,000 for personal injury or property damage to third parties which arises from Consultants performance under this Agreement; and (c) professional liability in the amount of \$1,000,000 for legal obligations arising out of Consultant's failure to meet the Standard of Care