

**HOLLYWOOD, FLORIDA COMMUNITY REDEVELOPMENT AGENCY
MEDIA BUYER SERVICES AGREEMENT**

THIS AGREEMENT dated as of the 30th day of December 2015, (the "Execution Date") by and between Ambit Advertising and Public Relations, Inc., a Florida Corporation authorized to conduct business within the State of Florida, ("Contractor") and the Hollywood, Florida Community Redevelopment Agency, ("CRA").

WITNESSETH:

WHEREAS, the CRA issued RFP-4463-15-RL ("RFP") seeking proposals from qualified Media Buyer individual or firm with extensive experience in travel marketing and economic development to build top of mind awareness of Hollywood's tourism and economic development opportunities; and

WHEREAS, on October 7, 2015, the CRA Board passed and adopted Resolution No. R-CRA-2015-45 which ranked the responding firms for the contract to provide media buyer services and authorized the appropriate CRA Officials to negotiate and execute an agreement between the highest ranked firm and the CRA;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

Section 1: Incorporation of Documents

The RFP, including any addenda thereto, and the proposal submitted by Contractor, (hereinafter collectively, the "RFP Documents") are attached hereto and incorporated herein in their entirety. Except as otherwise provided in this Agreement, the parties shall comply with the terms and conditions set forth in the RFP Documents.

Section 2: Term of Agreement.

This Agreement shall commence on October 7, 2015 and shall expire on October 6, 2017. This Agreement may be renewed for two (2) additional two (2) year terms by the parties, contingent upon the CRA determining it is in the best interest of the CRA to renew and the Contractor agrees to renew in writing. The CRA is under no obligation, however, to extend or renew this Agreement and may procure any extended service from another source.

Section 3: Contractor's Scope of Services

Contractor shall provide media buyer services in accordance with RFP-4463-15-RL, Contractor's response and this Agreement. Contractor shall provide media buyer services that meet the required deliverables set forth in Section 3 herein.

Section 4: Deliverables. The Contractor shall provide the following Deliverables:

1. Develop and execute the CRA's annual media plan, co-op menu, and ad hoc programs for the CRA's fiscal year with an estimated maximum budget of \$700,000. This includes the development of a media plan document indicating proposed media purchases, timing, costs, reach, frequency, date insertion order required, date creative required and complete media contracts, insertion orders and manage communication and traffic flow between the selected media and creative department.
2. Assist in achieving campaign objectives by recommending to the CRA, which media should be utilized to attract targeted markets and generate the greatest ROI, prioritize market segments within the given budget parameters, design and execute cooperative advertising efforts with the Greater Fort Lauderdale CVB and Visit Florida, etc., negotiate with media to ensure the lowest possible rates and negotiate value added programs.
3. Establish credit for Hollywood CRA with media when required
4. Coordinate billing and collections for CRA and co-op partners
5. Work with the CRA's appointed creative person on production schedules to ensure materials meet specifications and arrive at the media production facility within required deadlines
6. Produce a post campaign analysis documenting actual deliverables and quantifying added-value resources, collect tear sheets and affidavits
7. Provide monitoring service to insure Hollywood's advertisements are implemented properly in a timely manner

Media Planning & Buying:

- Negotiate the best media rates and contracts
- Integrate media planning, insertion and billing
- Issue all insertion orders and update deadlines
- Manage deadlines and materials deliverables
- Provide proof of performance and monthly reporting

Section 5: Disclosure and Ownership Documents.

Any and all art, concepts, work, reports, photographs, video, media planning, materials deliverables, insertion orders, and other data and documents provided or created in connection with this Agreement and services provided by the Contractor are and shall remain the property of the CRA. In the event of termination of this Agreement, any and all documents referred to herein prepared by the Contractor, whether finished or unfinished, shall become the property of the CRA and shall be delivered to the CRA within seven (7) days from the date of termination.

Section 6: Personnel

Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an Independent Contractor, and not an employee, agent, or servant of the CRA. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to Contractor's sole direction, supervision and control. Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Contractor's relationship of its employees to the CRA shall be that of an Independent Contractor and not as employees or agents of the CRA. This Agreement does not create a partnership or joint venture between the parties.

Contractor represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Agreement. Such personnel shall not be employees of or have any contractual relationship with the CRA, nor shall such personnel be entitled to any benefits of the CRA, including but not limited to, pension, health and worker's compensation.

All of the services required under the RFP Documents and this Agreement shall be performed by Contractor or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in Contractor's key personnel must be made known to the CRA's Representative.

Contractor warrants that all services shall be performed by skilled and competent personnel to the highest reasonable professional standards in the field.

Section 7: Payment Schedule

7.1 The CRA agrees to pay Contractor for services rendered at the rate of 12% of the actual net media budget. Said payments shall be on a monthly basis upon receipt of an invoice from Contractor. Upon review and approval of said invoice by the Executive Director of the CRA, payment shall be made within 45 days of receipt of the invoice unless there is a dispute as to the invoice amount.

7.2 Cost Adjustments. The costs for all services under this Agreement shall remain firm for the 1st two (2) years of this Agreement. Costs for subsequent years and extension term years is subject to an adjustment pending industry performance. Unless very unusual and significant changes have occurred in the industry, such increases/decreases shall not exceed 5% per year or the latest yearly percentage increase in the All Urban Consumers Price Index (CPU-U). All items, as published by the Bureau of Labor Statistics, U.S. Department of Labor, whichever is less. The yearly increase or decrease in the CPI shall be the latest index published and available prior to the end of the Agreement year then in effect compared to the index for the same month one year prior. Any requested price increase shall be fully documented and submitted to the CRA at least ninety (90) days prior to the Agreement anniversary date. Any approved cost adjustments shall become effective upon the anniversary date of the Agreement. In the event the CPI or industry costs decline, the CRA shall have the right to receive from the Contractor a reasonable reduction in costs that reflect such cost changes in the industry. The CRA may, after examination, refuse to accept the adjusted costs if they are not properly documented, increases are considered excessive, or decreases are considered to be insufficient. In the event the CRA does not wish to accept the adjusted costs and the matter cannot be resolved to the satisfaction of the CRA, the Agreement may be cancelled by the CRA upon giving thirty (30) days written notice to the Contractor.

7.3 The total amount for each year of this Agreement shall not exceed \$84,000 annually.

Section 8: Indemnification.

Contractor agrees to indemnify and hold harmless the CRA and the City of Hollywood, its officers, agents and employees from and against any and all claims, suits, actions, damages and causes of action whatsoever, legal or administrative proceedings, liabilities, interest, attorney's fees, costs of any kind whether arising prior to the start of activities or following completion or acceptance and in any manner directly or indirectly caused, occasioned or contributed to in whole or in part by reason of any act, error or omission, fault or negligence whether active or passive by Contractor, or anyone acting under its control, direction, or on its behalf in connection with or incident to its performance of this Agreement and RFP-4463-15-RL.

The indemnification provided by Contractor shall obligate it to defend at its own expense or to provide for such defense, at the CRA's option, of any and all claims of liability and all suits and actions of every name and description that may be brought against the CRA, its officers, directors, agents or employees, which may result from the operations and activities under this Agreement whether the operations be performed by the CRA, Contractor, or by anyone directly or indirectly employed by either.

Section 9: Insurance.

9.1 Contractor shall be required to provide and maintain in full force and effect throughout the term of this Agreement, all proper insurance coverages as required herein. The CRA and the City reserve the right to require additional insurance in order to meet the full value of the Agreement.

9.2 In addition to any of the other obligations or liabilities of Contractor shall provide for, and maintain in force the insurance coverage set forth below:

A. Commercial General Liability Insurance naming the CRA and the City as an additional insured with not less than the following limits:

General Aggregate	\$ 500,000
Products-Comp/Op Aggregate	\$ 500,000
Personal and Advertising Injury	\$ 500,000
Each Occurrence	\$ 500,000
Fire Damage	\$ 50,000

Coverage shall include contractual liability assumed under this agreement, products and completed operations, personal injury, broad form property damage, and premises-operations.

B. Commercial Automobile Liability Insurance naming the CRA and the City as an additional insured with not less than the following limits:

Combined Single Limit	\$300,000
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Coverage shall include contractual liability assumed under this agreement, owned, hired and non-owned vehicles.

C. Worker's compensation insurance covering the contractor and the contractor's employees with not less than the following limits:

Worker's Compensation	\$100,000/500,000/100,000 for coverage
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D. Employee dishonesty insurance covering the contractor and the contractor's employees with not less than the following limits:

Employee Dishonesty	\$10,000 per occurrence
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The Certificate(s) shall contain a provision that coverage afforded under the policy will not be cancelled until at least thirty (30) days prior written notice has been given to the CRA and the City. Certificates of insurance, reflecting evidence of the required insurance, shall be provided to the CRA and the City. In the event the Certificate of Insurance provided indicates that the insurance shall terminate and lapse during the period of this Agreement, the vendor shall furnish, at least thirty (30) days prior to the

expiration of the date of such insurance, a renewed Certificate of Insurance as proof that equal and like coverage for the balance of the period of the Agreement or extension thereunder is in effect.

All insurance policies shall be issued by a company or companies authorized to transact business under the laws of the State of Florida and be rated a minimum of A-, as assigned by the A.M. Best Company.

The insurance policy shall not contain any exceptions that would exclude coverage for risks that can be directly or reasonably related to the scope of goods or services in this proposal. A violation of this requirement at any time during the term, or any extension thereof shall be grounds for the immediate termination of any contract entered into pursuant to this proposal. In order to show that this requirement has been met, along with an insurance declaration sheet demonstrating the existence of a valid policy of insurance meeting the requirements of this proposal, the successful proposer must submit a signed statement from insurance agency of record that the full policy contains no such exception.

Section 10: Miscellaneous Provisions.

(a) Contractor shall not assign, transfer or sub-contract its rights or any of the work either in whole or in part, under this Agreement without prior written consent of the CRA Board.

(b) Contractor hereby agrees that nothing herein contained is intended or should be construed as in any way creating or establishing the relationship of partners or joint ventures between the CRA and Contractor, or as constituting Contractor or any of its officers, agents, representatives or employees as employees of the CRA or the City of Hollywood, and that Contractor shall not represent to any third parties that such is the case.

(c) This Agreement shall constitute the entire Agreement among the parties, and no warranties, inducements, considerations, promises or other references shall be implied or impressed upon the Agreement that are not expressly addressed herein.

(d) This Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce this Agreement will be heard in Broward County, Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or parties exercise by any part of any right, power or remedy hereunder shall preclude any other or further exercise thereof. If any legal action is necessary or take to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable costs and attorney's fees.

(e) Failure by the CRA to enforce any provision of this Agreement shall not be deemed a waiver of such provision or modification of this Agreement. A waiver of any breach of a provision of this Agreement shall not be deemed a waiver of any subsequent breach and shall not be construed to be a modification of the terms of this Agreement.

(f) No changes, amendments or modifications of this Agreement, or any part thereof, shall be valid unless in writing, approved by the CRA Board and signed by the parties.

(g) In the event this Agreement or any portion of this Agreement is found by a court of competent jurisdiction to be invalid, the remaining provisions shall continue to be effective unless the CRA or Contractor elects to terminate this Agreement. The election to terminate this Agreement based upon this provision shall be made within seven (7) days after the finding by the court becomes final.

Section 11: Notice.

Any and all notices given or required under this Agreement shall be in writing and may be delivered in person or by placing in the United States mail, first class and certified, return receipt requested, with postage prepaid and addressed.

If to CRA: CRA Executive Director
330 N Federal Highway
Hollywood, FL 33020

With a copy to: General Counsel
Community Redevelopment Agency
2600 Hollywood Boulevard, Room 407
Hollywood, FL 33020

If to Contractor: Ambit Advertising and Public relations Inc.:
Kathy Koch, President
19 NW 5th Street
Fort Lauderdale, FL 33301

With a copy to: _____

Notices mailed in accordance with this section shall be deemed effective upon mailing. Notices delivered personally shall be deemed effective upon receipt.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals the day and year first above written.

HOLLYWOOD, FLORIDA COMMUNITY
REDEVELOPMENT AGENCY

ATTEST:



Phyllis Lewis, Secretary

BY: 

Peter Bober, Chairperson

APPROVED AS TO FORM AND
LEGALITY for the use and reliance
of the Hollywood, Florida Community
Redevelopment Agency, only.



Jeffrey P. Sheffel, General Counsel

APPROVED BY:



Jorge A. Camejo, Executive Director

AMBIT ADVERTISING AND PUBLIC
RELATIONS, INC.

ATTEST:

BY: 

Secretary
Print Name: Stanley C Brown

BY: 

Title: President