

INDEPENDENT CONTRACTOR AGREEMENT

THIS IS AN AGREEMENT, made this ____th day of _____, 2024, by and between:

THE DELRAY BEACH COMMUNITY REDEVELOPMENT AGENCY, a public body corporate and politic, duly created and operated pursuant to Chapter 163, *Florida Statutes*, with a business address of 20 N. Swinton Avenue, Delray Beach, Florida 33444, hereinafter referred to as "CRA"

and

THE ATLANTIC CURRENT, LLC., a Florida limited liability company, with a principal address of 98 NW 5th Avenue, Suite 105, Delray Beach, FL 33444, hereinafter referred to as "CONTRACTOR".

CRA and CONTRACTOR may hereinafter collectively be referred to as the "PARTIES".

W I T N E S S E T H:

WHEREAS, the CRA desires to utilize the unique artistic services and talent of an experienced creative and visual arts professional firm to assist with brand voice, art direction and creative and visual arts services ("Services"); and

WHEREAS, the CONTRACTOR possesses specific skills, expertise, experience and knowledge necessary to provide the CRA with the Services; and

WHEREAS, the CRA deems it to be in the best interest of the CRA to enter into this Agreement with the CONTRACTOR for the Services.

NOW, THEREFORE, in consideration of the mutual promises set forth herein, it is agreed by and between the CRA and CONTRACTOR as follows:

1. Services; Responsibilities, and Time for Performance. CONTRACTOR agrees to provide the Services, as more particularly described in the "Scope of Services," which is attached to this Agreement as **Exhibit "A"** and incorporated herein by reference.

1.1 CONTRACTOR shall furnish all services, labor, and materials necessary and as may be required in the performance of this Agreement. The CONTRACTOR shall perform all of its obligations pursuant to this Agreement in a professional and timely manner.

1.2 CONTRACTOR hereby represents to the CRA, with full knowledge that the CRA is relying upon these representations when entering into this Agreement with CONTRACTOR, that CONTRACTOR has the professional expertise, experience and manpower to perform the Services to be provided by

CONTRACTOR pursuant to the terms of this Agreement.

2. Compensation and Method of Payment.

- 2.1 CONTRACTOR has agreed to provide the Scope of Services to the CRA for a sum not to exceed a total sum of **FORTY SEVEN THOUSAND FOUR HUNDRED and 00/100 DOLLARS (\$47,400.00)** for the Term of this Agreement (“Contract Price”), as provided in the Scope of Services attached hereto as Exhibit “A”. The Scope of Services shall be provided by CONTRACTOR to the CRA for an amount not to exceed **THREE THOUSAND NINE HUNDRED FIFTY and 00/100 DOLLARS (\$3,950.00)** per month.
- 2.2 Subject to the prior written approval of the CRA, the CRA shall be responsible for any additional hourly charges, and the payment of third-party charges for production related items. Such costs shall only include printing, copywriting, stock photography, rights, and royalties. The CONTRACTOR shall submit all proposed charges to the CRA’s Executive Director for approval prior to CONTRACTOR authorizing the work that would result in such charges.
- 2.3 Except as provided in Section 2.1, the CRA shall not be responsible for any additional costs, fees, or expenses unless the CRA executes a written amendment to this Agreement that provides for any consideration to be paid by the CRA.
- 2.4 Prior to the issuance of any payments by the CRA, as specified in this Agreement, the CONTRACTOR shall provide a monthly activity report to the CRA. The activity report shall be provided to the CRA no later than the first of every month starting on September 2024 through August 2025. In addition, the CRA may request that the CONTRACTOR provide any additional information that the CRA deems, in its sole and absolute discretion, necessary in order to fully evaluate the CONTRACTOR’s performance. The payment will not be released to the CONTRACTOR until the CRA receives the report and any additional information requested to the CRA’s satisfaction.
- 2.5 The CRA shall pay CONTRACTOR within thirty (30) days of receipt of an invoice documenting the services provided by CONTRACTOR pursuant to this Agreement, and the completion to the sole and absolute discretion of the CRA.

3. Term and Termination. This Agreement shall take effect as of September 1, 2024, and shall be effective for a twelve (12) month term, terminating on August 31, 2025, unless sooner terminated as provided herein (“Term”). This Agreement may be renewed upon mutual written agreement by the Parties.

- 3.1 This Agreement may be terminated by either party for cause upon thirty (30) days written notice, or by the CRA for convenience, upon thirty (30) days

written notice by the CRA to CONTRACTOR. Upon termination by CRA, CONTRACTOR shall cease all work performed hereunder and CRA shall pay to CONTRACTOR any earned and unpaid portion of the compensation due CONTRACTOR. Upon payment of any compensation due CONTRACTOR, all documents, drawings, programs, databases, and work products developed or produced under this Agreement shall be furnished to the CRA upon termination.

4. Indemnification. CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the CRA Executive Director's option, defend or pay for an attorney selected by the CRA Executive Director to defend the CRA, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities, and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands, or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the CRA by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from CRA, resist and defend such lawsuit or proceeding by counsel satisfactory to the CRA or, at CRA's option, pay for an attorney selected by the CRA Executive Director to defend the CRA. The obligations of this section shall survive the expiration or earlier termination of this Agreement.
5. Independent Contractor. This Agreement does not create an employee/employer relationship between the Parties. It is the intent of the Parties that the CONTRACTOR is an independent contractor under this Agreement and not the CRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution Act, the Social Security Act, the Federal Unemployment Tax Act, the provisions of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. The CONTRACTOR shall retain sole and absolute discretion in the judgment of the manner and means of carrying out CONTRACTOR's activities and responsibilities hereunder. The CONTRACTOR agrees that it is a separate and independent enterprise from the CRA, that it has full opportunity to find other business, that it has made its own investment in its business, and that it will utilize a high level of skill necessary to perform the work. This Agreement shall not be construed as creating any joint employment relationship between the CONTRACTOR and the CRA and the CRA will not be liable for any obligation incurred by CONTRACTOR, including but not limited to unpaid minimum wages and/or overtime premiums.
6. Assignments; Amendments. This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by CONTRACTOR without the prior written consent of CRA. For purposes of this

Agreement any sale or transfer of assets, stocks or worth of CONTRACTOR shall be deemed a prohibited assignment and will result in the automatic termination of this Agreement. However, this Agreement shall run to the CRA and its successors and assigns.

7. The CRA's Executive Director may further approve and amend the Original Agreement by executing a written agreement signed by both parties.
8. The CONTRACTOR warrants that its services are to be performed within the limits prescribed by the CRA with the usual thoroughness and competence of its trade.
9. Attorney's Fees. In the event it becomes necessary for either party herein to seek legal means to enforce the terms of the Agreement, the prevailing party shall be entitled to its reasonable attorney fees and court costs and paralegal fees at both the trial and appellate levels, to the extent permitted by law.
10. Governing Law. This Agreement shall be governed by and construed in accordance with the Laws of the State of Florida.
11. Venue. Venue for litigation concerning this Agreement shall be in Palm Beach County, Florida.
12. Severability. If any portions of this Agreement shall be held invalid or unenforceable, such invalidity or unenforceability shall not affect any other provisions hereof, and this Agreement shall be construed and enforced as if such provisions had not been included.
13. Notices. Whenever either party desires to give notice unto the other, it must be given by written notice, sent by certified mail, addressed to the party for whom it is intended at the place last specified or by facsimile transfer with confirmation thereof. Notice pursuant to this Agreement shall be given by deposit in the custody of the United States Postal Service, postage prepaid. The place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the Parties designate the following as the respective place for giving of notice, to-wit:

For CRA: Renée A. Jadusingh, Esq., Executive Director
Delray Beach Community Redevelopment Agency
20 N. Swinton Avenue
Delray Beach, FL 33444
Telephone No. (561) 276-8640
Facsimile No. (561) 276-8558

Email Copy to: Christine Tibbs, Assistant Director
Delray Beach Community Redevelopment Agency
tibbsc@mydelraybeach.com

For Contractor: The Atlantic Current, LLC
Attn: Dustin P. Wright, Manager

7491 N. Federal Highway, Suite C5-119
Boca Raton, FL 33487
Telephone: (561) 716-6286

14. Public Records. CONTRACTOR shall comply with the applicable provisions of Chapter 119, Florida Statutes. Specifically, CONTRACTOR shall:
- 14.1 Keep and maintain public records required by the CRA to perform the service.
 - 14.2 Upon request from the CRA's custodian of public records, provide the CRA with 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 this chapter or as otherwise provided by law.
 - 14.3 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 term and following completion of this Agreement if the CONTRACTOR does not transfer the records to the CRA.
 - 14.4 Upon completion of this Agreement, transfer, at no cost, to the public agency all public records in possession of the CONTRACTOR or keep and maintain public records required by the public agency to perform the service. If the contractor transfers all public records to the CRA upon completion of the contract, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the CONTRACTOR keeps and maintains public records upon completion of the contract, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the public agency, upon request from the CRA's custodian of public records, in a format that is compatible with the information technology systems of the public agency.

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

CHRISTINE TIBBS
561-276-8640
TIBBSC@MYDELRAYBEACH.COM
20 NORTH SWINTON AVENUE
DELRAY BEACH, FLORIDA 33444

The failure of CONTRACTOR to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement.

15. Ownership. All accepted final work product provided pursuant to this Agreement and

the Scope of Services will be the property of the CRA. Ideas in the design development states, which are not accepted, remain the intellectual property of the CONTRACTOR, and may be used, in part, during the course of other assignments. This does not apply to any intellectual property owned by the CRA previous to the CONTRACTOR's engagement pursuant to this Agreement.

16. Promotional Usage. The CONTRACTOR reserves the right to use work created for the CRA in the CONTRACTOR's portfolio, website, social media, press releases, advertising award entries and promotional materials, subject to the prior written approval of the CRA.
17. Certification and Scrutinized Company Requirements. The CRA shall have the option to terminate this Agreement if CONTRACTOR:
 - 17.1 Is found to have submitted a false certification as provided under section 287.135 (5) Florida Statutes;
 - 17.2 Has been placed on the Scrutinized Companies that Boycott Israel List;
 - 17.3 Has been placed on the Scrutinized Companies with Activities in Sudan List or the Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List; or
 - 17.4 Has been engaged in business operations in Cuba or Syria.
18. Patriot Act Requirements. Each party shall take any actions that may be required to comply with the terms of the USA Patriot Act of 2001, as amended, any regulations promulgated under the foregoing law, Executive Order No. 13224 on Terrorist Financing, any sanctions program administrated by the U.S. Department of Treasury's Office of Foreign Asset Control or Financial Crimes Enforcement Network, or any other laws, regulations, executive orders or government programs designed to combat terrorism or money laundering, if applicable, with respect to this Agreement. Each party represents and warrants to the other party that it is not an entity named on the List of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury, as last updated prior to the date of this Agreement.
19. Default. In the event the CONTRACTOR fails to comply with the provisions of this Agreement, the CRA may declare the CONTRACTOR in default and notify it in writing, giving a reasonable time to cure the default, but in no event shall this time period exceed five (5) calendar days unless otherwise agreed to by the Parties. In such event, the CONTRACTOR shall only be compensated for any services completed as of the date written notice of default is served. Furthermore, the amount of compensation to the CONTRACTOR in the event of default, shall be determined by deducting any additional costs, charges and/or damages incurred by the CRA due to the CONTRACTOR'S default.

20. Acceptance of Agreement. Execution of this Agreement by both Parties signifies agreement with all the terms and conditions and serves as a notice to proceed.
21. To the extent there is any conflict between the terms and conditions of this Agreement and any Exhibit to the Agreement, the terms of this Agreement shall control.

(This Space is Intentionally Blank; Signature Page to Follow)

IN WITNESS WHEREOF, the CRA, and The Atlantic Current, LLC. have hereunto set its hand the day and year above written.

ATTEST:

DELRAY BEACH COMMUNITY
REDEVELOPMENT AGENCY

Name:

Tom Carney, CRA Board Chair

APPROVED AS TO FORM:

CRA Legal Counsel

ATTEST:

THE ATLANTIC CURRENT, LLC, a Florida
Limited Liability Company

Name:

Dustin P. Wright
Manager

STATE OF FLORIDA
COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me this ____ day of _____, 2024, by _____, as _____ (name of officer or agent, title of officer or agent), of The Atlantic Current, LLC, a Florida limited liability company. He/She is personally known to me or has produced _____ (type of identification) as identification.

Notary Public – State of Florida

EXHIBIT "A"

SCOPE OF SERVICES

The Contractor shall provide the following Scope of Services:

ART DIRECTION AND CREATIVE SERVICES

Brand Voice

- Creating the personality and voice of the Delray Beach CRA in order to communicate the agency's value to the community in a consistent tone.
 - The Delray Beach CRA will have the same dedicated director on their account with no risk of turnover. Therefore, the voice will remain consistent from month to month.

Art Direction

- Using editorial background (Atlantic Current Magazine) to create the ideal content concepts to communicate CRA messaging to the public.
 - Drawing on publishing experience and editorial perspective unique to our company in order to create custom content concepts that effectively communicate CRA messaging and engage the Delray Beach community.
 - Use editorial background in print and digital to deliver a unique approach to content, creative, processes and more.

Creative & Visual Arts

- Crafting the creative content to communicate and storytell on behalf of the CRA with one on one creative attention.
 - Graphic Design (Dedicated Designer)
 - Artistic illustrations and renderings
 - Email newsletter designs
 - Social media graphics
 - Custom campaign designs
 - Photography Production and Post Production
 - Capturing professional images to document and communicate content concepts on behalf of the CRA.
 - Dedicated photographer and editor to provide a consistent creative look that is unique to the Delray Beach CRA.
 - Video Production and Post Production
 - Capturing and editing video content based on created content concepts.
 - Dedicated videographer and editor to provide a consistent creative look that is unique to the Delray Beach CRA.
 - Creative Writing and Editing
 - Copywriting and editing completed by the same writers and editors as our magazine.
 - Stories will be conducted with the same processes as our magazine's editorial articles.

System Creation and Consulting

- Creating and implementing editorial systems and processes in order to create, distribute and replicate creative.
 - Creating a customized process based on brand voice and creative services.
 - Creating content calendars and outlines.
 - Consulting CRA team on systems and processes.

Weekly Deliverables

- Brand Voice & Art Direction (Ongoing)
- Social Media Copywriting
 - 2-3 posts per week
- Designing and Curating Social Media Feeds
- Consulting (Ongoing)

Monthly Deliverables

- Graphic design
 - Designing monthly email newsletter
 - 4 hours of design time toward social media graphics
- Photography Production and Post-Production
 - 2 hours of shoot time per month
- Creative Writing
 - 3 blog posts per month
- Video Post-Production
 - Editing video for the purpose of short social media clips
- Systems and Consulting
 - Monthly social media content calendars
 - Consulting and communicating with CRA team

Quarterly Deliverables

- Video Production
 - 3 hours of video production for the purpose of Instagram Reels and/or short social media clips
- Quarterly Art Direction Meeting
 - Meeting with CRA team to forecast and plan for upcoming creative needs
- Additional Video Production
 - 2 hours of video production for the purpose of higher production videos
 - Landscape videos for the purpose of viewing horizontally
 - Examples:
 - Quarterly update with CRA team member on camera talking through current projects
 - Funding recipient testimonial talking through the ways the CRA funding helped improve their business

Total Monthly Cost: \$3,950