

**AGREEMENT BETWEEN DAVID FARNSWORTH AND HARMONY COMMUNITY  
DEVELOPMENT DISTRICT REGARDING WEBSITE MAINTENANCE**

THIS AGREEMENT made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2020, by and between David Farnsworth, MSEE, an independent contractor (“Contractor”), whose address is 3336 Cat Brier Trail, Harmony, FL 34773, and the Harmony Community Development District (“District”), care of the District Manager, Kristen Suit, whose address is 313 Campus Street, Celebration, Florida 34747 (hereinafter “Parties”), shall bind the Contractor to provide the website maintenance services set forth below to the satisfaction of the District.

**SECTION I**

**Purpose of Agreement**

1. The purpose of this Agreement between Contractor and the District is for the Parties to enter into an agreement for the provision of website maintenance services as set forth in Section IV below. The District is a local unit of special-purpose government, created pursuant to Florida Statutes (“F.S”), Chapter 190. The District’s purpose in entering this Agreement is to exercise its power to maintain systems, facilities, and basic infrastructure pursuant Chapter’s 190 and 119, Florida Statutes.

**SECTION II**

**Qualifications of Contractor**

1. The Contractor represents that it is qualified to fulfill the duties set forth in Section IV.

**SECTION III**

**Consideration**

1. That which induced the Parties to enter into this Agreement, in addition to the provisions of Sections I-III, which provisions are dispositive, is the fee for the Contractor and the services to be received by the District both constituting good, valuable, adequate and sufficient consideration.

2. In consideration of this Agreement and mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to all of the provisions of this Agreement.

## **SECTION IV**

### **Duties**

1. Contractor shall be responsible for the maintenance of the District Website, which includes making additions and deletions to the District Website upon the District's request.
2. Contractor shall perform all obligations and responsibilities in a reasonably timely manner, as established by normal business conduct, without any undue delay.
3. District shall grant the Contractor a District Email account to be used solely for the exchange of official messages in the course of business. Contractor shall access the District Email through either a local client or a protected web browser.
4. District shall grant Contractor with access to the District Laptop, the laptop where all District records are prepared and stored, during the term of this Agreement.
5. All decisions concerning compliance with the terms of this Agreement and operations under this Agreement are specifically delegated and assigned to the District Manager or her designee.
6. Subject to the approval of the District Manager, the Contractor shall:
  - a. Be responsible solely for the means, manner and methods by which its duties, obligations and responsibilities are met to the satisfaction of the District Manager.
  - b. Contractor shall ensure that its interactions with the Harmony Community and any other customers/party associated with the Harmony Website are knowledgeable of the Project and the Services that the Contractor is performing.
  - c. Be available for an inspection of the District Website with the District Manager or the Manager's representative prior to District Board meetings. This inspection shall be scheduled with the District Manager and Contractor, or their lawful representatives, with a resulting punch list of problems and corrective actions taken as soon as practicable after the inspection is completed.

- d. Be responsible for immediately notifying the District through the District Manager of any/all issues, damage, and/or decline directly related to the Contractor's scope of work.
- e. Report to the District Manager or its designee.
- f. Contractor shall not be responsible for designing, installing, or otherwise implementing a new website for the District.
- g. Additional duties may be specified by the District Manager or its designee.

## **SECTION V**

### **Compensation**

- 1. Contractor shall spend 10 hours a month for Services rendered for the District, compensated at a rate of \$30 per hour. The District shall pay the Contractor a total fee of \$300.00 for Services rendered on the fifteenth day of each month.
- 2. "Services" means routine maintenance, updates, and changes performed on the District Website. It does not include the creation or installation of a new website; or attendance of monthly meetings.
- 3. Any additional compensation for additional duties shall be paid only upon the written authorization of the District Manager or its designee upon board approval.
- 4. Contractor shall assist the District free of charge, for a maximum of three months, in the process of creating presentation materials for the District's projection services at District meeting. If the District continues providing projecting services and requires further assistance extending to more than three months, then Contractor shall be compensated at a rate of \$90 per meeting.

## **SECTION VI**

### **Contractual Relationship**

- 1. Nothing herein shall be construed as creating an employer-employee relationship between the District/District Manager and the Contractor; or between the District/District Manager and the Contractor's employees.
- 2. Neither the District nor the District Manager shall be subject to any obligations or liabilities of the Contractor or its employees, incurred in the performance of the contract.

3. The Contractor is an independent contractor and nothing contained herein shall constitute or designate the Contractor or any of their employees as employees of the District or the District Manager.
4. Nothing herein shall be construed as to creating an agency relationship between the District and Contractor or the District Manager and Contractor.

## **SECTION VII**

### **Term**

1. This Agreement shall commence upon execution by both Parties hereto and shall run month-to-month for a maximum period of 12 months.
2. If the Parties do not provide one another a written notice of termination fifteen (15) days prior to this Agreement's initial term expiring, then the Parties may renew this Agreement for a successive 12-month term thereafter (Renewal Term).

## **SECTION VIII**

### **Indemnification**

1. Contractor agrees that nothing herein shall constitute or be construed as a waiver of the District's limitations on liability contained in Section 768.28, Florida Statutes, or other statute.

## **SECTION IX**

### **Authorization**

1. The execution of this Agreement has been authorized duly by the appropriate body or official of the District and the Contractor, both the District and the Contractor have complied with all the requirements of law, and both the District and the Contractor have full power and authority to comply with the terms and provisions of this instrument.

## **SECTION X**

### **Assignment of Contract**

1. No right or interest in this Agreement, or further formal contract, shall be assigned or delegated by the Contractor without the written permission of the District.

2. Any attempted assignment or delegation by Contractor shall be, void wholly, and ineffective totally, for all purposes, unless made in the conformity with this section.

## **SECTION XI**

### **Termination**

1. Either Party may terminate this Agreement provided that the Party seeking to terminate has provided fifteen (15) days' notice to the other Party.
2. Prior to the effective termination date Contractor shall:
  - a. Complete any outstanding tasks;
  - b. Ensure the District Website is current;
  - c. Advise the District Representative on the maintenance and upkeep of the District Website; and
  - d. Surrender access to the District's records and return to the District the District Laptop and any records pertaining to the services rendered.

## **SECTION XII**

### **Modifications and Recordings**

1. This Agreement can be modified or rescinded only by a writing signed by both Parties to this Agreement or their duly authorized agents.

## **SECTION XIII**

### **Advertising**

1. The Contractor, by virtue of this Agreement, shall acquire no right to use, and shall not use, the name of the District or the name of "Harmony" (either alone or in conjunction with or as part of any other word, mark or name) in any advertising, publicity or promotion.
2. This advertising restriction shall include, but is not limited to, the express or implied endorsement by the District of the Contractor's services.

This advertising prohibition shall extend to any use of "Harmony," or the District, in any other manner whatsoever, whether specifically mentioned above or not.

## **SECTION XIV**

### Waiver

1. No claim or right arising out of a breach of this Agreement can be discharged in whole or in part by a waiver or renunciation of the claim or right unless the waiver or renunciation is supported by consideration and is in writing signed by the aggrieved.
2. Any failure by the District and the District Manager to require strict compliance with any provision of this Agreement shall not be construed as a waiver of such provision, and the District reserves the right and privilege to subsequently require strict compliance at any time, notwithstanding any prior failure to do so.
3. Neither the District's or District Manager's review, approval, acceptance of payment, nor lack of payment for any of the Services required under this Agreement shall be construed as a waiver of any rights, under this Agreement or act as a waiver to any cause of action arising out of the performance of this Agreement.
4. The Contractor shall be and remain liable to the District in accordance with law for all damages to the District caused by the Contractor's performance, or lack of performance, of any of the services furnished, or agreed upon, pursuant to this Agreement.

### SECTION XV

#### Enforcement of Agreement

1. In the event that either the District or the Contractor is required to enforce this Agreement by court proceedings or otherwise, then the prevailing party shall be entitled to recover all fees and costs incurred, including reasonable attorneys' fees and costs for trial, alternative dispute resolution, or appellate proceedings.

### SECTION XVI

#### General Provisions

1. This Agreement constitutes the entire agreement between the Parties with respect to the subject matter contained herein and may not be assigned, amended, modified or rescinded, unless otherwise provided in this Agreement, except in writing and signed by the Parties hereto. Should any provision of this Agreement be declared to be invalid, the remaining provisions of this Agreement shall remain in full force and effect, unless such provision is

found to be invalid or alter substantially the benefits of the Agreement for either of the Parties.

2. The rights and remedies of the District provided for under this Agreement are cumulative and are in addition to any other rights and remedies provided by law.
3. This Agreement and the provisions contained in this Agreement shall be construed, interpreted, and controlled according to the laws of the State of Florida.
4. Written notices, required to be given under this Agreement, shall be deemed given when received by the District through personal delivery, courier service, or certified mail delivered to all of the following addresses:

Harmony Community Development District  
ATTN: Kristen Suit, District Manager  
313 Campus Street  
Celebration, Florida 34747

Young Qualls, P.A.  
ATTN: Timothy R. Qualls  
216 South Monroe Street  
Tallahassee, Florida 32301

David Farnsworth, P.E.  
3336 Cat Brier Trail,  
Harmony, FL 34773

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**IN WITNESS WHEREOF**, the Parties have hereunto set their hands and seals and such of them as are corporations have caused these presents to be signed by their duly authorized officers.

ATTEST:

\_\_\_\_\_  
David Farnsworth, MSEE, Independent Contractor

\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Kristin Suit, District Manager  
Harmony Community Development District

\_\_\_\_\_ By: \_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_

As authorized for execution by the Board of Supervisors of the Harmony Community Development District at its                      Regular Meeting.