

# CONTRACT FOR SERVICE

This contract states terms of agreement between **City of Greenfield** and **Hancock Health** ("Vendor").

City of Greenfield agrees to engage Hancock Health to provide the following communication services:

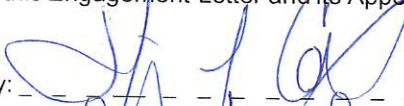
- Strategic Communications Plan (including suggested media buys and promotions & 12-month Content Calendar for the City of Greenfield \$3,000 (1x charge)
- Initial set up of social media channels for the City of Greenfield \$1,300 (1x charge)
- MONTHLY (Detailed invoice, only billed for hours worked)
  - Social media and communications for the City of Greenfield (including social media management and implementation, visual creation, engagement and reputation management)
  - Public/community relations
  - Website Management
  - Other PR/Marketing services as requested and pre-approved
  - Custom art design as requested and pre-approved
- Compensation and Payment Schedule: **Maximum project expenditure based on proposal, not to exceed: \$3,166.67, billed on the first of every month and paid by the 15th.** Invoices based on following hourly rates of service:
  - Strategy/Project management/PR @\$95/hr
  - Project management/social media mgmt. @\$80/hour
  - Social media implementation @\$40/hour
  - Website Management/SearchEngineOptimization/Keyword Research @\$90/hr
  - Graphic design @ \$70/hr
- The following partners will pay an upfront sum of the agreed upon amount listed below
  - Hancock Health, Steve Long, \$4,000
  - NineStar Connect, Michael Burrow, \$4,000
  - Greenfield-Central School, Harold Olin, \$2,000
- Media buys not included in above pricing

The performance of Services shall commence on the date of agreed execution of this contract ("Commencement Date") and shall be performed with due diligence. This Contract may be terminated at any time by either party via a written notice provided to the other party with a minimum 15-day notice. Should any term or condition within this Contract require a change, another contract will need to be issued and executed by authorized representatives of both parties.

The performance of Services shall commence on the date of agreed execution of this contract, ("Commencement Date") and shall be performed with due diligence with the initial term of this agreement to be for one year after the Commencement Date. Thereafter, this contract shall automatically renew for an unlimited number of one (1) year terms.

Vendor's Engagement is conditioned on receipt of (a) a fully executed original of this contract to which **Appendix A** Additional Terms and Conditions, is attached and incorporated by this reference, and (b) a fully executed original of **Appendix B**, the E-Verify Affidavit.

Vendor agrees to provide the Services on the conditions set forth in this Engagement Letter and its Appendices.

By: 

Title: Director of Marketing

Printed Name: Jennifer N. Cox

Date: 01-24-2020

## APPENDIX A

### **ADDITIONAL TERMS AND CONDITIONS TO ENGAGEMENT LETTER WITH PICKETT AND ASSOCIATES, LLC "Vendor"**

These Additional Terms and Conditions are hereby added to Contract dated 09/01/2019 (the "Contract"), and together constitutes the entire Agreement, (the "Agreement") between Vendor and Hancock Health, and supersedes all prior communications, written or oral.

#### **SUBCONTRACTING AND ASSIGNMENT OF WORK.**

The Vendor agrees to perform the work within its organization, except for specialized services. No portion of this Agreement shall be subcontracted, assigned, or otherwise disposed of without the consent of the City of Greenfield. The consent to subcontract, assign or otherwise dispose of any portion of the Agreement shall not be construed to relive the Vendor of any responsibility for the fulfillment of this Agreement.

#### **CONFLICT OF INTEREST.**

The Vendor certifies and warrants to the City of Greenfield that neither it nor any of its officers, agents, employees, or subcontractors who will participate in the performance of any service required by this Agreement has or will have any conflict of interest, direct or indirect, with the City of Greenfield.

#### **PROBLEM RESOLUTION PROCESS.**

If a problem arises, the parties will, within 48 hours of a problem arising, meet and confer to attempt to resolve the dispute amicably. Should such a resolution not result from such a conference, the parties agree to proceed to mediation with each party to pay one-half of all costs associated with said process. If mediation does not result in a resolution, then either party may take all legal action available to them through the courts of Hancock County, Indiana.

#### **OWNERSHIP OF DOCUMENTS, CONTENT, AND PUBLICATIONS.**

All documents, including reports, computations and data processing output, as instruments of service, are to be the sole property of the City of Greenfield. During the performance of the services provided for herein, the Vendor shall be responsible for any loss or damage to the documents herein enumerated, including information furnished by the City of Greenfield to the Vendor. The City of Greenfield shall have the right to review and inspect the Vendor's activities at intervals of the choice of the City of Greenfield. The City of Greenfield reserves a royalty-free, nonexclusive, and irrevocable license to produce, publish or otherwise use and authorize others to use the work performed by Vendor for the City of Greenfield.

#### **SUCCESSORS AND ASSIGNS.**

The City of Greenfield, in so far as authorized by law, binds itself and its successors, and the Vendor binds itself and its successors, executors, administrators and assigns or other party of this Agreement and to the successors, executors, administrators, and assigns of such other party as the case may be in so far as authorized by law, in respect to all covenants of this Agreement. Except as set forth above, neither the City of Greenfield, nor the Vendor, shall assign, sublet or transfer its interest in this Agreement without the written consent of the other which shall not be unreasonably withheld.

#### **ACCESS TO RECORDS.**

The Vendor shall maintain all books, documents, papers, accounting records, and other evidence pertaining to the cost incurred and shall make such materials available at its respective office at all regular business hours during the term of this Agreement and for one (1) year from the date of final payment to Vendor. Such materials are to be available for inspection by any authorized representatives of the City of Greenfield and copies thereof shall be furnished if requested at no cost to the City of Greenfield.

#### **VENDOR REPRESENTATIONS AND ACKNOWLEDGEMENTS.**

Vendor hereby represents that it complies with all laws of the United States, the State of Indiana, including I.C.

§ 5-16-13, the provisions of which are incorporated herein by this reference and the Hancock Health, that apply to the Services performed hereunder and in particular, that it {a} does not and will not discriminate against any employee,

applicant for employment to be employed in the performance of this Agreement, with respect to hire, tenure, terms, conditions, or privileges of employment because of race, religion, color, age, sex, disability, national origin or ancestry, disabled veteran status or Vietnam era veteran status; (b) is enrolled in, and until it no longer exists, uses, the E-Verify program of the Illegal Immigration Reform and Immigration Responsibility Act of 1996, as amended, (the "E-Verify Program")

to verify the work eligibility status of all Vendor's employees hired after June 30, 2011, has executed the E-Verify Affidavit attached hereto as **Appendix B** and incorporated herein by this reference and will otherwise comply with I.C. § 22-5-1.7 as

to any subcontractor, if any, used by Vendor to perform the Services; (c) has not entered into a combination or an agreement relative to the price to be offered by a person, to prevent a person from making an offer or, to induce a person to refrain from a making an offer and that the Contract was made without reference to any other offer; and (d) upon receipt of payment from Hancock Health for the Services, it shall pay its subcontractors, laborers and/or suppliers, if any, in a timely fashion. No Investment Activities in Iran. As required by I.C. § 5-22-16.5 (the "Act"), the signature entered on behalf of Contractor below constitutes the Contractor's certification that Contractor is not engaged in investment activities with the government of Iran or any agency or instrumentality of the government of Iran, all as defined and regulated by the Act.

Vendor understands that the Contract is subject to the appropriation and availability of funds.

**NOTICES.**

Notices provided for in this Agreement shall be in writing and delivered either by hand or by U.S. mail as follows:

\_\_\_\_\_  
Hancock Health  
801 State Street, Greenfield IN 46140  
ATTN: Jennifer Cox  
Director of Marketing

City of Greenfield  
10 S. State Street, Greenfield, IN 46140  
ATTN: Dan Riley

**CONFLICT OF TERMS**

Any conflict between any term or condition contained in these Additional Terms and Conditions and the Contract shall be resolved in favor of the term or condition contained in these Additional Terms and Conditions.

IN WITNESS WHEREOF, the parties hereto have made and executed this Contract as follows:

Hancock Health  
Jennifer Cox, Director of Marketing

City of Greenfield  
Dan Riley



APPENDIX B

**E-VERIFY AFFIDAVIT**

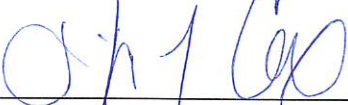
STATE OF **INDIANA**

The undersigned agent of Vendor, being duly sworn on oath, says that the "business entity" as that term is defined in Indiana Code 22-5-1.7, does not knowingly employ an "unauthorized alien" as that term is defined in Indiana Code Section 22-5-1.7.

Vendor agrees to collect from any subcontractor used to provide services under this Contract, a certification that the subcontractor does not knowingly employ or contract with an unauthorized alien and has enrolled in and is participating in the E-Verify Program as set forth in Indiana Code Section 22-5-1.7.

\_\_\_\_\_  
(Business Entity or Vendor)

By



Title

Director of marketing

Printed Name:

Jennifer N. Cox

Subscribed and sworn to before me this \_\_\_\_ day of \_\_\_\_\_, 2019

My Commission Expires: \_\_\_\_\_

\_\_\_\_\_  
Notary Public

COUNTY OF RESIDENCE:

\_\_\_\_\_