

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(MOBILE APP DEVELOPMENT & MAINTENANCE SERVICES)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 28th day of August, 2014, by and between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, FL 33161 ("City") and **NPSAPPS d/b/a Nationwide Payment Systems Inc.**, a for profit corporation organized and authorized to do business in the State of Florida, having its principal office at 1500 W. Cypress Creek Road, Suite 503, Fort Lauderdale, FL 33309 ("Consultant"). The City and Contractor shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, the City desires to obtain Consultant's Mobile App services, including monthly maintenance pursuant to its Proposal ("Mobile App"), so as to create greater community involvement, awareness and facilitate social media connectivity; and

WHEREAS, the City Manager finds that the Mobile App services are in the best interest of the City, likely to increase public awareness to the valuable services provided by the City, with the potential of exposing residents, visitors, and businesses to the area's attractions, economic opportunities, public events, and quality of life issues.

NOW THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 Consultant's *NPSAPPS Mobile App Proposal 2014*, attached hereto as "Exhibit A";

2.1.2 Any additional documents which are required to be submitted in the provision of Mobile App services.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the initial Term shall be one (1) year from the date this Agreement is executed.

3.2 Following the initial Term, the Parties shall have three (3) options to renew this Agreement in writing, on a year-by-year basis.

3.3 Consultant agrees that the development and maintenance of the Mobile App shall be pursued on schedule, diligently, uninterrupted and at a rate of progress which will ensure full development and application of the Mobile App.

ARTICLE 4 - COMPENSATION

4.1 Consultant shall be compensated a one-time development amount not to exceed Two Thousand Eight Hundred Seventy Five Dollars (\$2,875.00) and a Mobile App hosting maintenance amount not to exceed Ninety Nine Dollars (\$99.00) per month, in accordance with the terms, conditions and specifications contained in the Contract Documents.

ARTICLE 5 - SCOPE OF MOBILE APP SERVICES

5.1 Consultant shall provide all the required labor, supervision, transportation, materials, equipment, supplies, supervision, tools and services necessary for the development and maintenance of the Mobile App, under the terms, conditions and specifications contained in the Contract Documents. Consultant shall develop and maintain the Mobile App in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required for the provision of Mobile App services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform the development and/or maintenance of the Mobile App shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Mobile App will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a party to this Agreement.

5.3 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the Mobile App services related to this Agreement shall be borne solely by Consultant.

5.4 Mobile App shall be completed by the Consultant to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of this Agreement and on all other matters relating to the execution, progress and quality of the Mobile App services.

ARTICLE 6 - INDEPENDENT CONSULTANT

6.1 Consultant has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees of the City. Consultant further understands that Florida workers' compensation benefits available to employees of the City, are not available to Consultant. Therefore, Consultant agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Mobile App services to the City under this Agreement.

ARTICLE 7 - CONFLICT OF INTEREST

7.1 Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

7.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with Consultant. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 8 - DEFAULT

8.1 If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant shall be in default. The City shall have the right to terminate this Agreement, in the event Consultant fails to cure a default within fourteen (14) business days after receiving a certified letter of Default. Consultant understands and agrees that termination of this Agreement under this Article shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CITY'S TERMINATION RIGHTS

9.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Consultant. Upon termination, Consultant shall transfer back to the City all City owned information in the possession of Consultant or any of its subconsultants.

ARTICLE 10 - NOTICES

10.1 All notices, demands, correspondence and communications between the City and Consultant shall be deemed sufficiently given under the terms of this Agreement when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

To Consultant: NPSAPPS d/b/a Nationwide Payment Systems Inc.
 Attn: David Burney
 1500 W. Cypress Creek Road, Suite 503

Fort Lauderdale, FL 33309
Phone: (844) 677-2777
Fax: (866) 406-5029
Email: Dave@npsapps.com

To City: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Manager

Additional copy to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Attorney

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 - INDEMNIFICATION

11.1 Execution of the Agreement by Consultant is a representation that Consultant has visited the worksite and is familiar with the local conditions under which the Mobile App services are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

11.2 The Consultant shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Consultant, its officers, directors, agents, partners, subcontractors, employees and managers in the performance of the Mobile App services under this Agreement.

11.3 The Consultant shall be fully responsible to City for all acts and omissions of the Consultant, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Consultant. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

11.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

ARTICLE 12 - PUBLIC RECORDS

12.1 Consultant understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

ARTICLE 13 - FORCE MAJEURE

13.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Mobile App services and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

14.4 This Agreement and Contract Documents constitute the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.7 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.8 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.9 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.10 All other terms, conditions and requirements contained in the Contract Documents which have not been modified by this Agreement, shall remain in full force and effect.

14.11 Mobile App services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.12 Mobile App services provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform similar services.

14.13 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

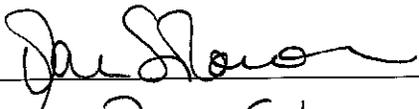
14.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

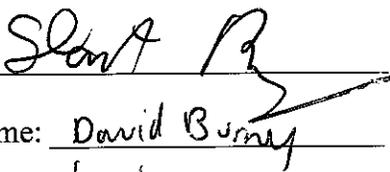
ATTEST:

Corporate Secretary or Witness:

By: 
Print Name: Pam Solomon
Date: 08/28/2014

NPSAPPS d/b/a Nationwide Payment Systems Inc GI Communications, Inc., a Florida for-profit corporation,

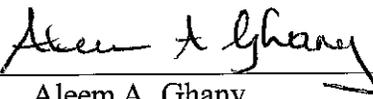
"Consultant":

By: 
Print Name: David Burney
Date: 8/28/14

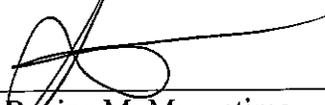
ATTEST:

By: 
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal Corporation: **"City"**

By: 
Aleem A. Ghany
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Regine M. Monestime
City Attorney



Mobile App Proposal

Prepared for The City of North Miami

Email

Dave@npsapps.com

NPSAPPS Proposal 2014

NPSAPPS/Nationwide Payment Systems Inc.
1500 W. Cypress Creek Rd. Ste. 503 - Ft. Lauderdale, FL 33309
Local: 954.368.1640 - Toll-Free: 844.677.2777 - Fax: 866.406.5029
www.npsapps.com - info@npsapps.com



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CITY OF NORTH MIAMI

NPSAPPS will design and develop a custom mobile friendly Application for iOS, Android and a HTML5, for the City of North Miami. The mobile app will be designed to promote the city to the residents, visitors and businesses.

INTRODUCTION

We welcome the opportunity to build a cutting-edge mobile app for City of North Miami that will create community involvement, awareness and connect all your social media.

NPSAPPS is a mobile marketing agency focused on providing cost-effective mobile marketing tools. From iPhone, iPad and HTML5 applications. NPSAPPS delivers mobile apps on every platform.

NPSAPPS will put you in front of your residents, visitors and businesses on devices they access most with information and tools that will make it easy for the City of North Miami to connect with their mobile audience.

NPSAPPS's commitment to reaching their audience with targeted mobile marketing will put you far ahead of other communities. We're here to help with all your mobile marketing needs and we have thorough analytics that are measurable for making strategic mobile marketing decisions.

If you have any questions, regarding , please contact David Burney at (954)600-4645 or Dave@npsapps.com.

We look forward to working with you and showing you the real power of mobile marketing!

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PROJECT OVERVIEW & OBJECTIVES

NPSAPPS is a full-service mobile marketing company that provides you with mobile apps for businesses, made easy. NPSAPPS makes mobile app solutions easy by designing, hosting, uploading to the app stores and complete brand customization for your business. NPSAPPS is the complete mobile marketing solution. Smart business owners across the nation are utilizing the power of mobile devices.

NPSAPPS allows you edit and manage native iPhone, iPad, Android and mobile web apps online. Our easy to use content management system allows us to customize a solution for your business and provide functionality a broad range of mobile devices.

Objectives: NPSAPPS mobile strategy for City of North Miami has following objectives:

- Create Awareness
- Build the brand of the City of North Miami
- Increase digital footprint by a presence in the APP stores
- Increase interaction with residents and businesses
- Connect all Social Media in one easy to use location
- Raise awareness of city counsel, boards, and commissions
- Connect Residents, Visitors and Businesses with emergency services
- Ability to promote events, emergencies, weather situations, hurricane awareness, and more using Push Notifications
- Event listing with advanced sharing feature
- Geo Targeting and Fencing that enables direct notification messages to specific areas

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MOBILE FEATURES

NPSAPPS will develop your app in the following platforms: iPhone, iPad, Android app, and HTML5 mobile website with complete app design, development, hosting, and uploads to the app stores.

Mobile App Features:

- Location - Contact information and one touch calling
- About Us
- Join our email list
- NOMI bus schedule and interactive tab
- Q Links - garbage pick up and zoning look up
- Emergency Services with one touch calling
- Event - advance sharing features
- NOMI Wall
- Twitter Feed
- Facebook Feed (to be added)
- City Counsel Member Bios
- City Counsel Meetings
- Department Listings - with one touch calling & Email
- Board and Commissions Meeting Tab - PDF
- Message Tab to view push notification messages
- Share
- About NPSAPPS

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Optional Additional Features:

- Tip Calculator feature to help customers quickly calculate a tip
- QR Coupons feature allows customers to redeem coupons at your business by scanning a Specified QR code
- Mortgage Calculator feature where you can preset an interest rate
- Blog integration integrates your RSS feed to allow your users to quickly and easily read your blog posts
- Facebook, Twitter, LinkedIn, and Instagram integration to connect with your customers through their favorite social media sites
- Open Table integration you to use our mobile app for on the go restaurant reservations
- Podcast integration allows your users to listen on the go from their favorite mobile device
- Sound Cloud integration allows users to listen to any audio file online on their mobile device
- Note pad feature allows users to record text notes and email them to anyone at anytime
- Voice Recorder feature allows user to record voice notes and email them to anyone at anytime
- Flickr or Picasa integration displays images of your business directly from your Flickr or Picasa photo account
- WuFoo integration allows you to easily create an appointment, order feedback or contact form
- YouTube integration allows you to display hundreds of videos from your YouTube channel
- Locations feature display detailed information about your business's multiple locations
- One Touch Directions feature allows customer to receive directions to your business directly through the app with one click.
- Image Slider feature displays a 5 image slider to the app's home page
- Help Desk feature provides complete access to tutorials on how to update the app
- RSS Feed feature integrates your RSS feeds into your app giving customer's consistent updates about your business
- Score Keep feature allows customer's to ability to keep count of game scores and much more
- Music Player feature allow your fans to listen to your latest tracks right their device on the go
- Car Finder feature allows customers to place a GPS location pin, take a photo of their car, and set replenish meter reminders
- Email Form feature gives you the ability to create custom email forms for your app with analytics to measure your return on investment
- PDF Viewer feature displays pdf documents in your app
- QR Scanner feature integrates a QR code scanner into your app for endless possibilities
- Website feature integrate your business website or any other website right into your app for instant access for your customers
- Virtual Punch Loyalty Card feature allows you to reward customers for repeat visits with discounts & coupons after a predetermined amount of visits
- Merchandise Store feature allows you to add and sell items within your app
- Click-n-Donate feature provides a perfect way for non-profits to receive & accept donations
- Shopping Cart feature integrate your Magento, Volusion, or Big Commerce store items into the app

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ANALYTICS

You will be able to see actionable app insights and track the following data from mobile app, mobile web and/or QR codes activity:

- Understand how many users download your app
- Understand which platform is most popular
- Track appointments scheduled
- Track consultations scheduled
- Understand your app's ROI

All mobile marketing objectives of City of North Miami can be tracked and analyzed for actionable decisions.

SECURE HOSTING

NPSAPPS provides complete secured mobile hosting as part of this proposal:

- Our servers are hosted in the cloud using the latest in data hosting technology
- 99.9% uptime for your mobile apps

CLIENT RESPONSIBILITIES

The City of North Miami will provide NPSAPPS with app content and creative assets in high-resolution format as PSD/ESP/AI (logo, photos, etc.) Please refer to the Artwork and Contact/Info forms.

Cost & time line - based on the scope in this document, project costs are as follows:

One-time development costs \$ 2875.00

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MONTHLY MAINTENANCE

Monthly Hosting \$ 99.00

Native apps for iPhone, iPad, Android and premium Mobile Website Included.

- Update your app online
- Unlimited Push Notifications
- Dynamic content & multimedia
- Premium Appearance
- Unlimited app usage
- Robust analytics
- 3rd party integrations
- Complete mobile marketing solutions

ADDITIONAL SERVICES

- Logo Design
- Facebook, Twitter, Hootsuite Setup Package
- Monthly Hootsuite Updates
- Application Updates
- Application Maintenance

Aleem A. Ghany, PA, City Manager

Print Name

Title

Signature

July 11, 2014

Date

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