

CITY OF NORTH MIAMI PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into on _____, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **The Billions Agency, LLC**, a limited liability company registered and authorized to do business under the laws of the State of Florida, having its principal office at 1800 Pembroke Drive, Suite 300, Orlando, FL 32810 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City desires Consultant to provide strategic marketing services to the City for its 2025 Teach to Fish Business Summit; and

WHEREAS, the City and Consultant, through mutual negotiations, have agreed upon a scope of services, schedule, and fee for the provision of Services as delineated herein; and

WHEREAS, as a result of such negotiations, the City desires to engage Consultant to perform the Services as specified herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions contained herein, the Consultant and the City 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 a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 Consultant’s Proposal (“Proposal”), attached hereto as “Exhibit A”;

2.1.2 Any additional documents which are required to be submitted by Consultant under this Agreement.

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.

2.2.3 The request for quotations.

2.2.4 The Proposal.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of Agreement shall be for a seven (7) month period commencing March 21, 2025 through October 31, 2025. Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed Term of Agreement. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies available at law. This Agreement shall remain in full force and effect until the completion of Services by Consultant and the acceptance of Services by the City.

3.2 Minor adjustments to the Term of Agreement which are approved in writing by the City in advance, shall not constitute non-performance by Consultant. Any impact on the Term of Agreement shall be determined and the time schedule for completion of Services will be modified accordingly.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.4 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City at any time, with or without cause.

ARTICLE 4 - COMPENSATION

4.1 Consultant shall be paid an amount not to exceed Three Thousand Four Hundred Twenty-Five Dollars (\$3,425.00) per month as full compensation for Services, pursuant to the terms and conditions of the Contract Documents. Compensation under the terms of this Agreement shall not exceed Twenty-Three Thousand Nine Hundred Seventy-Five Dollars (\$23,975.00).

4.2 The City shall pay Consultant within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Services.

4.3 Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

ARTICLE 5 - SCOPE OF SERVICES

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed

by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of 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 work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; 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.

5.4 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 subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

5.5 Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.6 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the Services into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Consultant at no additional cost to the City.

ARTICLE 6 - TERMINATION RIGHTS

6.1 Either Party may terminate this Agreement, at any time, with or without cause, upon ten (10) days written notice. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 7 - INDEPENDENT CONTRACTOR

7.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 8 - DEFAULT

8.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Services. In the event partial payment has been made for such Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - ERRORS AND OMISSIONS

9.1 Consultant shall be responsible for technically deficient designs, reports, or studies due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient work without cost to City. The Consultant shall also be responsible for all damages resulting from such errors and omissions. Payment in full by the City for Services performed does not constitute a waiver of this representation.

ARTICLE 10 - INDEMNIFICATION

10.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

10.2 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 11 - INSURANCE

11.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described by the City and the policies of such insurance detailing the provisions of coverage have been received and approved. Consultant shall not permit any subconsultant to begin work until after similar minimum insurance to cover subconsultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant

shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

11.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS

12.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

12.2 It is further understood by and between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

12.3 In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within ten (10) days from the date the Agreement is terminated.

ARTICLE 13 - NOTICES

13.1 All notices, demands, correspondence and other communications between the Parties 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 or as the same may be changed from time to time:

For Consultant: The Billions Agency, LLC
 Attn: Demontrel Zachery, Registered Agent
 1800 Pembroke Drive, #300
 Orlando, FL 32810

With a copy to: The Billions Agency, LLC
 Attn: Rita Nelms-Zachery
 50 Kent Dairy Stone
 Unit 1075
 Alabaster, AL 35007

For the City: City of North Miami
 Attn: City Manager
 776 N.E.125th Street

North Miami, Florida 33161

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

13.2 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.

13.3 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 14 - CONFLICT OF INTEREST

14.1 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.

14.2 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 contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 15 - E-VERIFY

By entering into this Contract, the Contractor is obligated to comply with the provisions of Section 448.095 of the Florida Statutes, as amended, titled "Verification of Employment Eligibility". The Contractor affirms it has registered and uses the E-verify system. This includes but is not limited to utilization of the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all newly hired employees by the Contractor effective January 1, 2021 and requiring all Subcontractors to provide an affidavit attesting that the Subcontractor does not employ, contract with, or subcontract with, an unauthorized alien. A knowing violation of this requirement by the Contractor shall cause termination of the contract by the City. In the event of such termination the Contractor will not be awarded a City Contract for at least 1 year from the date of such termination. The Contractor will be liable for any additional costs incurred by the City because of such termination. Failure to comply may lead to termination of this Contract, or if a Subcontractor knowingly violates the statute, the subcontract must be terminated immediately. Any challenge to termination under this provision must be filed in the Circuit Court no later than twenty (20) calendar days after the date of termination and the Contractor may be liable for any additional costs incurred by the City resulting from the termination of the Contract. If this Contract is terminated for a violation of the statute by the Contractor, the Contractor may not be awarded a public contract for a period of one year after the date of termination. Public and private employers

must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection. In addition each Subcontractor hired by the Contractor must provide the Contractor with an Affidavit that the Subcontractor does not employ or contract with unauthorized aliens. The Contractor must retain required Subcontractor Affidavits) on file for the term of this Contract. If the City has a good faith belief that the Contractor is in compliance with this Section but the Subcontractor has knowingly violated this Section the City shall promptly notify the Contractor to immediately terminate its contract with the Subcontractor. A termination of the Subcontractor's contract will not be deemed a breach of Contract by the Contractor. The City, the Contractor, or a Subcontractor may file a cause of action with a circuit or county court to challenge a termination under this Section no later than 20 calendar days after the date on which the contract was terminated.

ARTICLE 16 – PUBLIC RECORDS

16.1 All documents developed by Contractor under this Agreement shall be delivered to the City by the Contractor upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Contractor agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes.

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 CONTRACTOR, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 305-893-6511, EXT. 12110.

16.1 Contractor 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.

16.2 Contractor shall keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform the service.

16.3 Upon request from the City's custodian of public records, Contractor shall provide the City 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 Chapter 119, Florida Statutes, as may be amended or revised, or as otherwise provided by law.

16.4 Contractor shall 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 the contract term and following completion of this contract if the Contractor does not transfer the records to the City.

16.5 Upon completion of the Agreement, Contractor shall transfer, at no cost, to the City all public records in the possession of the Contractor or keep and maintain public records required by the City to perform the service. If the Contractor transfers all public records to the City upon

completion of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt for public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of this Agreement, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the City, upon request from the City's custodian of public records, in a format that is compatible with the information technology systems of the City.

ARTICLE 17 - MISCELLANEOUS PROVISIONS

17.1 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.

17.2 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 Services and termination or completion of the Agreement.

17.3 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.

17.4 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.

17.5 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.

17.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

17.7 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.

17.8 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.

17.9 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.

17.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

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

17.12 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.

17.13 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.

15.14 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.

17.15 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: The Billions Agency, LLC, a Florida Limited Liability Company:
Corporate Secretary or Witness: **“Consultant”**

By: _____ By: _____

Print Name: _____ Print Name: _____

Date: _____ Date: _____

ATTEST: City of North Miami, a Florida municipal corporation:
“City”

By: _____ By: _____
Vanessa Joseph, Esq. Anna-Bo Emmanuel, Esq., FRA-RA
City Clerk Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Jeff P. H. Cazeau
City Attorney

EXHIBIT A

Teach To Fish NoMi Business Summit 2025

Project Scope & Deliverables

Marketing Strategy & Consulting	• Strategic Digital Overhaul: We will craft a cutting-edge marketing strategy tailored to the revamped website, ensuring a seamless integration of new digital assets and campaign objectives. • Campaign Planning & Optimization: Our team will develop and refine marketing campaigns, leveraging data-driven insights to maximize engagement and conversion.
Digital Content Development	• Video-Centric Content Strategy: We will implement a dynamic, video-heavy content plan, including promotional videos, behind-the-scenes storytelling, interviews, and high-impact visuals to captivate audiences. • Consistent Content Updates: With a structured editorial calendar, we will ensure the website and digital channels remain fresh, relevant, and optimized for engagement.
Design & Development	• Complete Website Redesign: A full-scale revamp of the website to modernize its design, enhance usability, and ensure seamless integration of multimedia elements. • Optimized User Experience: Our design will prioritize accessibility, responsiveness, and an intuitive navigation flow to elevate user satisfaction.
Platform Management	• Integrated Event & Content Hub: We will create a streamlined platform that enhances event management, content distribution, and audience engagement. • System Infrastructure Oversight: Our team will ensure smooth operation, performance optimization, and platform security for a seamless digital experience.
Visual Design and Graphics	• High-Impact Visual Identity: Custom-designed graphics, motion graphics, and branding elements to reinforce a cohesive and elevated brand presence. • Video & Motion Graphics Support: Enhancing the content strategy with visually compelling storytelling through animations, branded video content, and digital assets.

Project Management

- **End-to-End Execution:** A dedicated project manager will oversee all aspects of the website revamp, content production, and marketing execution.
- **Performance & Analytics Reporting:** Regular insights and data-driven reports to measure success and continuously optimize performance.

EXHIBIT A

Retainer Agreement for NoMi Business Summit 2025

Contract Length: 7 months (March 21, 2025 – October 31, 2025)

Total Investment: \$23,975

Monthly Retainer Fee: \$3425

Hours Included: 40 hours per month

Scope:

- Comprehensive content and collateral deliverables across social media, print, and web platforms.
- Tailored marketing strategy and execution.
- Engaging digital content creation and regular updates.
- Continuous web design improvements for optimal user experience.
- Efficient event platform management and logistics coordination.
- High-quality visual design and graphics support.
- Dedicated project management with regular performance reporting.

Our comprehensive scope of services guarantees that every aspect of your marketing and event needs is expertly handled. From strategic planning to content creation, design, and execution, we provide end-to-end solutions

that deliver exceptional results. Partner with us to ensure the NoMi Business Summit 2025 is a resounding success, with all your marketing needs met seamlessly and effectively.

Should you have any questions or require adjustments to ensure the agreement aligns with your requirements, please don't hesitate to reach out.