

**PROFESSIONAL SERVICES AGREEMENT BETWEEN  
THE CITY OF NORTH MIAMI and  
CIRCLE OF ONE MARKETING, INC. for  
EVENT SUPPORT SERVICES**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL (“City”) and **Circle of One Marketing, Inc.**, a Florida for-profit corporation organized and existing under the laws of the State of Florida, having a principal business address at 601 NE 36th Street, #1605, Miami, FL 33137 (“Consultant”). The City and Consultant shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

**WHEREAS**, the City desires Consultant to provide event support services in support of the City’s launch of NoMi Tech Month and for the planning and execution of a Senior Tech Luncheon; and

**WHEREAS**, the City and Consultant, through mutual negotiations, have agreed upon a scope of services 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:

**1. Scope of Services/Deliverables.**

1.1 As specified in the Consultant’s Proposal attached hereto as Exhibit “A”, Consultant shall provide the City with event support services (including public relations, event promotion, event management, and video production services) as authorized by the City Manager or his designee (collectively referred to herein as “Services”).

**2. Term/Commencement Date.**

2.1 This Agreement shall become effective upon execution by both Parties and shall remain in effect between March 20, 2025 to April 30, 2025, unless earlier terminated in accordance with Section 8, below.

2.2 Consultant agrees that time is of the essence and Consultant shall provide Services within the timeframe provided by the City Manager.

**3. Compensation and Payment.**

3.1 Consultant shall be compensated in the following manner:

The City shall pay Consultant Twelve Thousand Five Hundred Dollars (\$12,500.00) upon commencement of the project with the balance of Twelve Thousand Five Hundred Dollars (\$12,500.00) due on April 15, 2025. Total Compensation under the terms of this Agreement shall not exceed Twenty-Five Thousand Dollars (\$25,000.00).

Additional Services or significant changes in the scope of Services will be agreed to between the Parties and set forth in a written amendment to this Agreement.

Upon completion of the Services, Consultant shall submit its bill[s] for payment in a form approved by the City Manager. The bill[s] shall identify the Services completed and the amount charged.

- 3.2 The City shall pay Consultant within forty-five (45) days from the receipt of Consultant's invoice, in accordance with the applicable provisions of the Local Government Prompt Payment Act, under Chapter 218, Florida Statutes (2024).
- 3.3 If a dispute should occur regarding an invoice submitted, the City Manager may withhold payment of the disputed amount and may pay Consultant the undisputed portion of the invoice. Upon written request of the Finance Director, the Consultant shall provide written documentation to justify the invoice. Any compensation disputes shall be decided by the City Manager whose decision shall be final.

#### **4. Sub-consultants.**

- 4.1 The Consultant shall be responsible for all payments to any sub-consultants and shall maintain responsibility for all work related to the Services.
- 4.2 Any sub-consultants used on the Services must have the prior written approval of the City Manager or his designee.

#### **5. City's Responsibilities.**

- 5.1 Furnish to Consultant, at the Consultant's written request, all available maps, plans, existing studies, reports and other data pertinent to the Services to be provided by Consultant, in possession of the City.
- 5.2 Arrange for access to and make all provisions for Consultant to enter upon real property as required for Consultant to perform services as may be requested in writing by the Consultant (if applicable).

#### **6. Consultant's Responsibilities.**

6.1 Consultant shall exercise the same degree of care, skill and diligence in the performance of the Services as is ordinarily provided by a professional Services Manager under similar circumstances. If at any time during the term of this Agreement or within one year from the completion of the Services, it is determined that the Consultant's deliverables are incorrect, defective or fail to conform to the Scope of Services, upon written notification from the City Manager, the Consultant shall at Consultants sole expense, immediately correct the work. The City in no way assumes or shares any responsibility or liability of the Consultant or sub-consultant under this agreement.

7. **Conflict of Interest.**

7.1 To avoid any conflict of interest or any appearance thereof, Consultant shall not, for the term of this Agreement, represent any private sector entities (developers, corporations, real estate investors, etc.), with regard to any City related matter.

8. **Termination.**

8.1 Either Party, without cause may terminate this Agreement upon ninety (90) days written notice of termination to the other Party. The City Manager may terminate this Agreement immediately with cause, by written notice of termination to Consultant.

8.2 Upon receipt of the written notice of termination. Consultant shall cease Services.

8.3 In the event of termination by the City Manager, the Consultant shall be paid for all Services accepted by the City Manager up to the date of termination, provided that the Consultant has first complied with the provisions of sub-Section 8.4, below.

8.4 Consultant shall transfer all books, records, reports, working drafts, documents, maps, and data pertaining to the Services, in a hard copy and electronic format specified by the City Manager within fourteen (14) days from the date of the written notice of termination or the date of expiration of this Agreement.

9. **Nondiscrimination.**

9.1 During the term of this Agreement, Consultant shall not discriminate against any of its employees, Sub-consultants or applicants for employment because of their race, color, religion, sex, or national origin, and to abide by all Federal and State laws regarding nondiscrimination.

10. **Attorneys' Fees and Waiver of Jury Trial.**

- 10.1 In the event of any litigation arising out of this Agreement, each Party shall be responsible for their attorneys' fees and costs, including the fees and expenses of any paralegals, law clerks and legal assistants, and including fees and expenses charged for representation at both the trial and appellate levels.
- 10.2 In the event of any litigation arising out of this Agreement, each Party hereby knowingly, irrevocably, voluntarily and intentionally waives its right to trial by jury.

11. **Indemnification.**

- 11.1 Consultant shall defend, indemnify, and hold harmless the City, its officers, agents and employees, from and against any and all demands, claims, losses, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or any way connected with Consultant's performance or non-performance of any provision of this Agreement including, but not limited to, liabilities arising from contracts between the Consultant and third parties made pursuant to this Agreement. Consultant shall reimburse the City for all its expenses including reasonable attorneys' fees and costs incurred in and about the defense of any such claim or investigation and for any judgment or damages arising out of, related to, or in any way connected with Consultant's performance or nonperformance of this Agreement. This section shall be interpreted and construed in a manner to comply with any applicable Florida Statutes, as amended from time to time.
- 11.2 The provisions of this section shall survive termination of this Agreement.
- 11.3 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 (2018). 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.

12. **Notices/Authorized Representatives.**

- 12.1 Any notices required by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered or certified mail with postage prepaid return receipt requested, or by a private postal service, addressed to the Parties (or their successors) at the following addresses:

For The Consultant: Circle of One Marketing, Inc.  
601 NE 36th street, #1605

Miami, FL 33137

With a copy to: Circle of One Marketing, Inc.  
Attn: Susan McDowell, Registered Agent  
38 NW 105<sup>th</sup> Street  
Miami Shores, FL 33150

For the City: City of North Miami  
Attn: City Manager  
776 N.E.125<sup>th</sup> Street  
North Miami, Florida 33161

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

**13. Governing Law.**

13.1 This Agreement shall be construed in accordance with and governed by the laws of the State of Florida. Exclusive venue for any litigation arising out of this Agreement shall be in Miami-Dade County, Florida, or the Southern District of Florida.

**14. Entire Agreement/Modification/Amendment.**

14.1 This writing contains the entire Agreement of the Parties and supersedes any prior oral or written representations. No representations were made or relied upon by either Party, other than those that are expressly set forth herein.

14.2 No agent, employee, or other representative of either Party is empowered to modify or amend the terms of this Agreement, unless executed with the same formality as this document.

**15. Ownership and Access to Records and Audits.**

15.1 All records, books, documents, maps, data, deliverables, papers and financial information (“Records”) that result from the Consultant providing services to the City under this Agreement shall be the property of the City.

15.2 The City Manager or his designee shall, during the term of this Agreement and for a period of three (3) years from the date of termination of this Agreement, have access to and the right to examine and audit any Records of the Consultant involving transactions related to this Agreement.

15.3 The City Manager may cancel this Agreement for refusal by the Consultant to allow access by the City Manager or his designee to any Records pertaining to work performed under this Agreement that are subject to the provisions of Chapter 119, Florida Statutes (2018).

16. **Non-assignability.**

16.1 This Agreement shall not be assignable by Consultant unless such assignment is first approved by the City Manager. The City is relying upon the apparent qualifications and personal expertise of the Consultant, and such firm's familiarity with the City's area, circumstances and desires.

17. **Severability.**

17.1 If any term or provision of this Agreement shall to any extent be held invalid or unenforceable, the remainder of this Agreement shall not be affected thereby, and each remaining term and provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by law.

18. **Independent Contractor.**

18.1 The Consultant and its employees, volunteers and agents shall be and remain independent contractors and not agents or employees of the City with respect to all of the acts and services performed by and under the terms of this Agreement. This Agreement shall not in any way be construed to create a partnership, association or any other kind of joint undertaking, enterprise or venture between the Parties.

19. **Compliance with Laws.**

19.1 The Consultant shall comply with all applicable laws, ordinances, rules, regulations, and lawful orders of public authorities relating to the Services.

20. **Waiver.**

20.1 The failure of either Party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

21. **Survival of Provisions.**

21.1 Any terms or conditions of either this Agreement that require acts beyond the date of the term of the Agreement, shall survive termination of the

Agreement, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either Party.

**22. Prohibition of Contingency Fees.**

22.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

**23. Counterparts.**

23.1 This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterpart shall constitute one and the same instrument.

**24. Miscellaneous Provisions.**

24.1 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.

24.2 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.

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

24.4 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.

*[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: Circle of One Marketing, Inc., a Florida for-profit corporation,  
Corporate Secretary or Witness: **“Consultant”**:

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

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

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, Esq.  
City Attorney

## EXHIBIT A

# PROPOSED SCOPE OF SERVICES

Due to the integrated nature of services as defined, Event Support services are executed on a flat fee basis. Circle of One Marketing will have three full-time team members on site throughout the duration of the event. Recommended service fees for this engagement are:

Total Service Fee: \$25,000

Service fees are to be paid in two installments of 50% of each:

- Initial Service Fee of \$12,500, due immediately upon start of project
- Final Installment of \$12,500 due April 15, 2025

Additional services outside of the project scope may be purchased for NoMi Tech during the engagement period at an hourly rate of \$100 per hour.

The following services are to be deployed in the engagement period from March 20, 2025 through April 30, 2025 and are included under our Service Fee:

### PUBLIC RELATIONS: \$6000

- Deploy Public Relations strategies to create awareness and enhance NoMi Tech's community impact during April 2025.
- Create and distribute Press Releases for event-related activities
- Secure media opportunities, where possible, and manage event-based media activity
- Attend in person media opps with spokesperson, when available
- Provide PR coverage report following period

### EVENT PROMOTION: \$6500

- Deploy digital marketing to create awareness and interest in NoMi Tech.
- Deploy promotions plan to include three (3) e-blasts and three (3) posts on Circle social media (2 stories, 1 post)
- Organic social media posts to support NoMi Tech on Facebook and Instagram
- Refresh NoMi Tech landing page content on <https://northmiamitech.com/>
- Client to provide needed campaign graphics upon request

### EVENT MANAGEMENT: \$4000

- Develop programming NoMi Tech Luncheon for Seniors to be held at the Griffin Center on Wednesday, April 30th
- Plan and Execute logistics for luncheon
- Conduct pre-event/planning activities and set-up/attend internal meetings, as available
- Provide Day of Event Services on site to ensure proper execution of event logistics
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### VIDEO PRODUCTION: \$8500

- Produce 90-second sizzle reel to promote City of North Miami's NoMi Tech Month activities
- Produce two (2) :30 promo videos for promotion to continue engagement thought the month.
- Produce post-April events video showcasing NoMi Tech and its April programming
- Councilwoman Mary Estimé-Irvin will be main feature for sizzle reel/post reel
- Acquire supplemental images/stock video as needed

Note: The following types of services are not included in the Service fee:

- Event costs (venue, catering, production, staffing, etc.)
- Production, unless specifically stated (video, photography, printing, etc..)
- Graphic design for ads or signage
- Cost of Media, unless specifically stated (this includes both traditional and digital media sources, if used)
- Photographer/Videographer
- Entertainment
- Ticketing or Badges expenses, including graphics
- Other Marketing related expenses not referenced in the scope