

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into on \_\_\_\_\_, by and between the **City of North Miami**, a Florida municipal corporation (the “City”), having its principal office at 776 NE 125 Street, North Miami, FL 33161 and **Diane E. Brownholtz**, an independent contractor (“Instructor”). The City and Instructor shall collectively be referred to as the “Parties” and each may individually be referred to as a “Party.”

**RECITALS**

**WHEREAS**, the City desires to retain Instructor to provide a program that promotes fitness, creativity, discipline, and confidence through dance and movement to its residents (“Program”); and

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

**WHEREAS**, as a result of such negotiations, the City desires to engage Instructor to perform the services as specified herein.

**NOW, THEREFORE**, in consideration of the foregoing and the mutual promises and covenants contained herein, the Parties agree as follows:

1. **Term**. The term of this Agreement shall commence on **October 1, 2025**, and continue through **September 30, 2026**, unless earlier terminated with or without cause, by either Party. This Agreement is subject to renewal for an additional term of one (1) year by written agreement between the Parties.

2. **Scope of Services**. In addition to other conditions and responsibilities stated elsewhere in this Agreement, the Instructor shall provide its Program for up to ten (10) participants, which shall include conducting age-appropriate, safe, and engaging dance and fitness classes on Saturdays from 10:00 a.m. to 12:00 p.m., providing one (1) certified instructor during Program hours, promoting physical wellness, fitness, and community participation, and supplying all music, choreography, and training methods unless otherwise provided by the City.

3. **Compensation**. City shall pay \$115.00 per session, invoiced monthly. The total compensation shall not exceed \$5,980.00 for the Term. Payments are subject to City budget approval and proper invoicing. Instructor is an independent contractor responsible for all applicable taxes.

4. **Location**. Programs shall be held at the Scott Galvin Community Center, located at 1600 NE 126 Street North Miami, FL 33181 (“Center”) or such other location as designated by the City.

5. Independent Contractor. Instructor is deemed to be an independent contractor and not an agent or employee of the City. Accordingly, neither Instructor, nor any of its employees, subcontractors, or representatives shall 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. Nothing in this Agreement shall be construed to create an employment relationship.

6. Attendance, Reporting, and Evaluations. Instructor shall maintain accurate attendance records and submit them to the City at the end of each Program session. At session end, Instructor shall submit a brief written evaluation of the class including suggested improvements and notable participant interests or issues.

7. Participant Waivers. All participants must execute a City-approved release and waiver of liability prior to participation. Instructor shall ensure strict compliance with this requirement before any participant engages in the Program.

8. Substitution and Cancellations. Instructor shall promptly notify the City if unable to attend due to emergency, illness, or death in the family. Instructor shall provide, at no additional cost to City, a qualified substitute acceptable to the City to continue services.

9. Communications. All notices, handouts, and letters to participants or parents must be submitted to the City's Recreation Supervisor two (2) weeks before distribution for review and issuance on City letterhead. Instructor shall not distribute unapproved materials.

10. Conduct and Discipline Protocol. Corporal punishment is prohibited. Discipline shall follow this protocol:

- a. First warning: private discussion with participants.
- b. Second warning: incident report, discussion with participant, submit report to Manager's designee.
- c. Third warning: removal from Program with approval of the Parks and Recreation Manager or designee.

11. Records; Inspection; Public Records. Instructor shall keep and produce upon request: current roster with participant names, addresses, phone numbers; executed waivers; and a log of Program complaints, including copies of written complaints. The City and public shall have access to documents in accordance with Chapter 119, Florida Statutes. City may inspect or audit Program records at any time during the Term and for three years thereafter.

12. Compliance with the Jessica Lunsford Act. In accordance with the requirements of Sections 435.04 and 435.05, Florida Statutes, as amended from time to time, and to the extent required by applicable law, Instructor agrees that all of its employees who provide or may provide Program services under this Agreement have completed all background screening requirements as outlined

in the above-referenced statutes. Instructor agrees to bear any and all costs associated with acquiring the required background screenings. Instructor agrees that it has an ongoing duty to maintain and update this list as new employees are hired and in the event that any previously screened employee fails to meet the statutory standards. Instructor further agrees to notify the City immediately upon becoming aware that one of its employees, who was previously certified as completing the background check and meeting the statutory standards, is subsequently arrested, or convicted of any disqualifying offenses.

12.1. Lauren Book Child Safety Ordinance. Instructor further covenants that any of its employees who provide or may provide Program services under this Agreement, must also satisfy the requirements and conditions of the Lauren Book Child Safety Ordinance under Article XVII, Miami-Dade County Code of Ordinances, as amended, including background screening requirements.

13. Notices. All notices shall be in writing and deemed given if sent by certified or registered mail, postage prepaid, or by nationally recognized courier, addressed as follows:

City: City of North Miami  
Attn: Parks and Recreation Director  
1600 NE 126 Street  
North Miami, Florida 33181

With a copy to: City of North Miami  
Attn: City Manager  
776 NE 125 Street  
North Miami, FL 33161

Instructor: Diane E. Brownholtz  
10 SW South River Drive, #1807  
Miami, FL 33130

14. Indemnification. Instructor shall defend, indemnify, and hold harmless the City, its officers, and employees from and against any and all claims, costs, losses, damages, and expenses, including reasonable attorneys' fees, arising out of or related to the negligent acts or omissions of Instructor, its officers, agents, subcontractors, or employees in connection with this Agreement. Nothing herein is intended as a waiver of the City's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes.

15. Limitation of City Liability. The Parties agree the City's total liability to Instructor for any claim arising out of this Agreement shall not exceed **One Hundred Dollars (\$100.00)**. This paragraph does not waive City sovereign immunity or expand the limits of Section 768.28, Florida Statutes. No claim or award against the City shall include attorneys' fees, investigative costs, or prejudgment interest.

16. Non-Assignment. This Agreement is for professional services and may not be assigned or transferred, in whole or in part, without the City's prior written consent.

17. Termination; Default. The City may terminate this Agreement, with or without cause, upon thirty (30) days' written notice. Upon termination, City shall pay amounts due for services properly rendered through the effective date. If Instructor fails to comply with any term or perform any obligation, City may declare a default and terminate upon written notice if not cured within five business days.

18. Publicity; City Recognition. Any news release or publicity pertaining to the Program shall recognize the City as a partner.

19. Severability; Waiver; Survival; Entire Agreement; Amendments. If any provision is determined unenforceable, it shall be modified to the minimum extent necessary or severed, and the remainder shall continue in full force. No waiver is effective unless in writing. All representations, indemnifications, warranties, and guarantees survive termination. This Agreement is the entire agreement and supersedes prior negotiations. Amendments must be in writing and signed by both Parties.

20. Governing Law; Venue; Attorneys' Fees. Florida law governs. Venue is located in Miami-Dade County, Florida. In any dispute related to this Agreement, the prevailing Party shall be entitled to recover actual attorneys' fees and costs, including on appeal.

*[Remainder of page intentionally left blank; signature page follows]*

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

ATTEST:

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

By: \_\_\_\_\_  
Vanessa Joseph, Esq.  
City Clerk

By: \_\_\_\_\_  
Theresa Therilus, Esq.  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Jeff P. H. Cazeau, Esq.  
City Attorney

INSTRUCTOR:

By: \_\_\_\_\_  
**Diane E. Brownholtz**  
Date: \_\_\_\_\_