

**CITY OF NORTH MIAMI
WORKFORCE TRAINING ACADEMY
PROFESSIONAL SERVICES AGREEMENT**

THIS WORKFORCE TRAINING ACADEMY PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into this 14 day of February, 2017, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 (“City”), and **Emineo Media, LLC**, a Florida Limited Liability Company, registered and authorized to do business under the laws of the State of Florida, having its principal office at 20302 Ash Grove Lane, Tampa, FL 33647 (“Contractor”). 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 hire Contractor to provide professional services for the City’s Workforce Training Academy Program (“Academy”) as it relates to the organization and implementation of the Academy; and

WHEREAS, the Contractor possesses all the necessary qualifications, expertise, personnel and resources to perform the Services.

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:

1. **Recitals**: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **Scope of Services**. Contractor will provide the following types of instructional services (“Services”) to program participants (“Participants”):
 - a) Title of course/program: Workforce Training Academy
 - b) Day and hour of program meeting:
 - (1) Every Thursday starting March 2nd, 2017 through April 6th, 2017 6:00 p.m. – 8:00 p.m. for a total of six (6) sessions.
 - (2) Various times that will be agreed upon with both the City and the Contractor.
 - c) Location:
 - (1) North Miami Public Library located at 835 NE 132nd Street, North Miami, Florida 33161.
 - (2) Various locations that will be agreed upon with both the City and the Contractor.

3. **Contractor Obligations.**
 - a) Contractor has represented to the City that he has the expertise and wherewithal to successfully organize and execute The Academy. Contractor has presented a syllabus attached as Exhibit "A", which will cover all aspects of a successful program. Contractor understands and agrees that the City's maximum contribution to the program shall be as stated in Paragraph 5 below.
 - b) Contractor is responsible for managing, setting up, and executing The Academy each week. City will have no obligation to assist with the planning, development, and execution of The Academy beyond the Library venue and sponsorship dollars.
 - c) The Contractor shall contact City's designee supervising the class/program in the event any problem should arise including but not limited to problems with the facility, staff and Enrollees.

4. **Term.** This Agreement shall commence as of the last date signed below (the "Effective Date") and shall continue for one (1) calendar year, unless otherwise terminated pursuant of the terms hereof.

5. **Compensation.** In exchange for Services rendered, the City agrees to pay Contractor Four Thousand Nine Hundred Dollars (\$4,900.00). City will pay Contractor within ten (10) days of the first program class provided that enrollment exceeds ten (10) enrollees. In the event the Academy is postponed due to low enrollment, no payment shall be made by City until such time that the Academy is rescheduled and enrollment exceeds ten (10) enrollees.

6. **Enrollment Fees.** All enrollment fees received by the Contractor or the City for the Academy will be disbursed to the City.

7. **Independent Contractor.** The Contractor is deemed to be an independent contractor and not an agent or employee of the City. Accordingly, neither Contractor, 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.

8. **Termination.** The City may terminate this Agreement, with or without cause, upon ten (10) days written notice.

9. **Minimum Enrollment.** Within three (3) days of the first scheduled class, Contractor shall provide City with a full list of enrollees. If the number of enrollees is equal to or less than ten (10), the start date of The Academy will be postponed until enrollment

numbers are adequate as agreed upon by Contractor and City.

10. **Notices**: All notices, demands, correspondence and communications between the City and Contractor 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:

Contractor: Scott Tubbs, Registered Agent
Emineo Media, LLC
20302 Ash Grove Lane
Tampa, FL 33647

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

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

11. **Public Records**: 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.
12. **Compliance with Laws**: Contractor 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.
13. **Indemnification**. The Contractor agrees to defend, indemnify and hold City harmless from any and all claims, demands, suits, losses, costs, expenses or damages which may be asserted, claimed or recovered against or from the City by reason of any damage to property or bodily injury including death, sustained by anyone, and which claim, demand, suit, loss, cost, expense or damage arises out of this Agreement. The Contractor recognizes the broad nature of the above indemnification and hold harmless clause, and voluntarily makes this covenant in recognition of the valuable consideration provided by City under this Agreement.
14. **Limitation on Liability**. The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability to Contractor for any cause of action due to an alleged breach by the City or for any action or claim by the Contractor arising from this Agreement, so that its liability be limited to a maximum of One Thousand Dollars (\$1,000.00). Accordingly, the Contractor agrees that the City shall not be liable to the Contractor in an amount in excess of One Thousand Dollars

(\$1,000.00), for any action or claim by Contractor arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, 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.

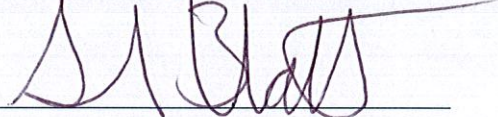
15. **No Assignments.** This is a professional services agreement whereby the City has expressly retained the Contractor. This Agreement is not assignable or transferable in whole or in part.
16. **Applicable Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.
17. **Default.** If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement.
18. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by the Parties hereto.

[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:

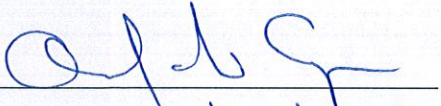
Corporate Secretary or Witness:

By: 

Print Name: Samuel Blatt

Date: 2/10/17

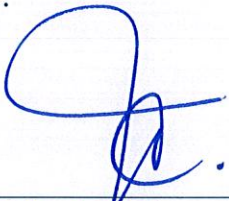
Emineo Media, LLC, a Florida limited liability company:
"Contractor"

By: 

Print Name: Orlando Espinosa

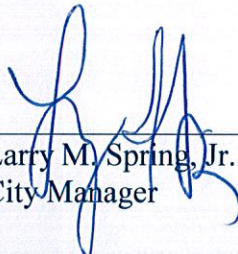
Date: 2-27-17

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By: 

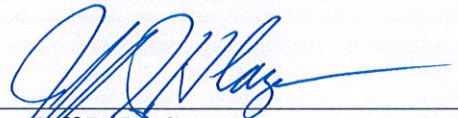
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation:
"City"

By: 

Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 
Jeff P. H. Cazeau
City Attorney