

RESOLUTION No. 2009-61-1006

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH NORTH STAR DESTINATION STRATEGIES, INC., FOR THE PROVISION OF BRANDING SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City Council deems it important that the City be able to effectively market itself, so that it can attract new business and residents, and

WHEREAS, an important component of marketing is branding, and

WHEREAS, it is especially important with the upcoming Super Bowl in 2010, that the City highlight all of its positive attributes, and

WHEREAS, City staff has determined that North Star Destination Strategies, Inc. ("North Star") offers the most integrated community branding package, which includes an integrated mix of research, analysis, strategy, creative process and evaluation, and is recommending that the City Council authorize an Agreement with North Star for this purpose, and

WHEREAS, since the service to be provided by North Star is artistic in nature, this purchase is exempt from competitive bidding, in accordance with the City's Purchasing Ordinance, and

WHEREAS, funding for this purpose is available from the Media and Events operating budget,

NOW THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AS FOLLOWS:

Resolution No. 2009-61-1006

SPONSORED BY: DANNY CREW, CITY MANAGER

MOVED BY: Councilman Gilbert

SECOND BY: Councilman Bratton

VOTE: 6-0

Mayor Shirley Gibson	<u>X</u> (Yes)	___ (No)
Vice Mayor Barbara Watson	<u>X</u> (Yes)	___ (No)
Councilman Melvin L. Bratton	<u>X</u> (Yes)	___ (No)
Councilman Aaron Campbell	<u>X</u> (Yes)	___ (No)
Councilman Oliver Gilbert, III	<u>X</u> (Yes)	___ (No)
Councilwoman Sharon Pritchett	___ (Yes)	___ (No) (not present)
Councilman André Williams	<u>X</u> (Yes)	___ (No)

SKD/yt

Section 1. ADOPTION OF REPRESENTATIONS: The foregoing Whereas paragraphs are hereby ratified and confirmed as being true, and the same are hereby made a specific part of this Resolution.

Section 2. AUTHORIZATION: The City Council of the City of Miami Gardens hereby authorizes the City Manager and City Clerk to execute and attest, respectively, that certain Agreement with North Star for branding services, a copy of which is attached hereto as Exhibit A.

Section 3. INSTRUCTIONS TO THE CITY CLERK: The City Clerk is hereby authorized to obtain three (3) fully executed copies of the subject Agreement, with one to be maintained by the City; with one to be delivered to North Star; and with one to be directed to the Office of City Attorney.

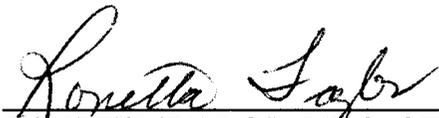
Section 4. EFFECTIVE DATE: This Resolution shall take effect immediately upon its final passage.

PASSED AND ADOPTED BY THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS AT ITS REGULAR MEETING HELD ON MARCH 11, 2009.



SHIRLEY GIBSON, MAYOR

ATTEST:



RONETTA TAYLOR, MMC, CITY CLERK

PREPARED BY: SONJA KNIGHTON DICKENS, ESQ.
City Attorney



City of Miami Gardens Agenda Cover Memo

Council Meeting Date:	March 11, 2009		Item Type: <small>(Enter X in box)</small>	Resolution	Ordinance		Other	
				x				
Fiscal Impact: <small>(Enter X in box)</small>	Yes	No	Ordinance Reading: <small>(Enter X in box)</small>	1st Reading		2nd Reading		
	X			Public Hearing: <small>(Enter X in box)</small>	Yes	No	Yes	No
Funding Source:	Media & Events		Advertising Requirement: <small>(Enter X in box)</small>		Yes		No	
				x				
Contract/P.O. Required:	Yes	No	RFP/RFQ/Bid #:	NA				
	X							
Sponsor Name City Manager	Danny Crew, City Manager		Department: Community Outreach	Media and Events Division				

Short Title:

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF MIAMI GARDENS, FLORIDA, AUTHORIZING THE CITY MANAGER AND CITY CLERK TO EXECUTE AND ATTEST, RESPECTIVELY, THAT CERTAIN AGREEMENT WITH NORTH STAR DESTINATION STRATEGIES, INC., FOR THE PROVISION OF BRANDING SERVICES, A COPY OF WHICH IS ATTACHED HERETO AS EXHIBIT A; PROVIDING FOR INSTRUCTIONS TO THE CITY CLERK PROVIDING FOR THE ADOPTION OF REPRESENTATIONS; PROVIDING AN EFFECTIVE DATE.

Staff Summary:

The City seeks to enter into an agreement with the North Star Destination Strategies, Inc. to provide the City with branding services also known as a community brandprint™. The City of Miami Gardens is prepared to forge a positive image for itself, defining it as a unique community, an economically viable city and an energetic society where people seek to live, visit and do business.

As a forward thinking City, a community branding effort will allow the City to market itself and have the ability to identify and measure its economic strengths, value and worth. The result will translate into marketing opportunities where the City can position itself to request sponsorships, grants, endowments,

donations and funding from other sources. This will place the City in a favorable position prior to and during Super Bowl 2010.

A brand is a mixture of attributes- tangible and intangible- that create value and influence. Embarking on this campaign will change, refine and improve what people are saying about Miami Gardens.

North Star Destination Strategies, Inc. offers the most integrated community branding package, which includes an integrated mix of research, analysis, strategy, creative process and evaluation. The fee for this service is \$84,000. Every phase of this project is inclusive of our elected officials, staff, residents, community stakeholders, business owners and visitors and neighbors residing outside the City's limits. Areas of focus include community demographics, psychographics, economics, perceptions and community visioning.

In accordance with the City of Miami Gardens Purchase Ordinance, 2005-10-48, this community branding service is exempt from competitive bidding because it is artistic in nature. North Star Destination Strategies, Inc. was selected based on references from various cities' throughout the state of Florida and other city's nationally who previously worked with the company or who currently hold contracts with North Star. These cities include: North Port, FL; Lauderdale Lakes, FL; Gainesville, FL; Columbus, GA; Augusta, GA; Lancaster, CA; and McKinney, TX to name a few.

This branding initiative is also an integral piece to the proposed five-year strategic plan.

Proposed Action:

It is recommended that the City Council adopt the attached resolution authorizing the City Manager to execute an agreement with North Star Destination Strategies, Inc. to provide branding services in the amount of \$84,000.

Attachment:

Attachment A – Agreement

Exhibit 1

Threshold Events

- ✦ Getting Started Package – documents and discussions to begin the BrandPrint program via the telephone. Dates are set for the in-market trip and the BrandPrint process is reviewed.
- ✦ In-Market Trip – North Star will send three people for four days to Miami Gardens for an intensive period of research.
- ✦ In-Market Debriefing – The in-market team report and presentation back to the North Star team.
- ✦ Strategy Development Session – Group meeting to discuss research and resulting insights for the development of the brand platform.
- ✦ Understanding and Insights Presentation – North Star will send one person to conduct a live presentation of the research findings and recommended BrandPrint strategy.
- ✦ Creative Development – A series of presentations and discussions via the web and telephone to develop the creative product.
- ✦ Brand Action Idea Development – Once the creative direction is determined recommended initiatives are developed to further the brand in the following categories:
 - ✦ Investment recruitment
 - ✦ Tourism
 - ✦ Policy
 - ✦ Exports
 - ✦ People
 - ✦ Culture
- ✦ Final Report – Final document containing research findings, strategic development and creative deliverables. Please see attached pdf of Final Report from Cloverdale, California for an example of this final deliverable.

1. Understanding

Where the Brand Has Been and Why

This stage addresses the current brand positioning of the community, how the brand is perceived by stakeholders, residents, businesses and prospective consumers.

We evaluate the environment, the competitive situation, community attitudes, current communications, and perceptions of target audiences and their influencers.

COMMUNITY

- ▶ Situation Analysis: Survey document prepared for Brand Drivers to fill out to help understand your primary objectives, general history, political landscape, resources, competitors, etc. Follow up meeting to review analysis. **10 hours**
- ▶ Research and Planning Audit: Comprehensive review of research and planning documents (last 24 months). **14 hours**
- ▶ Communication and Media Audit: Comprehensive review of existing marketing materials and media plans. **12 hours**
- ▶ Familiarization Tour: In-market tour from the perspective of a new home owner, new business or visitor of area attractions, commercial/industrial sites, business parks, housing developments, etc. **15 hours**
- ▶ Key Stakeholder Interviews: One-on-one in-person and telephone interviews with key stakeholders to gather perceptions. Approximately 24 in person interviews and 25-50 telephone interviews are conducted. **26 hours**
- ▶ Stakeholder Focus Group: Two in-depth group discussion with key stakeholder groups. **15 hours**
- ▶ Vision Survey: An open-ended questionnaire which the client is asked to distribute to approximately 400 community leaders of Miami Gardens. **15 hours**
- ▶ Online Community Survey: A quantitative version of the Vision Survey posted online and distributed for community-wide participation. **12 hours**
- ▶ Brand Barometer: A report measuring the strength of Miami Gardens' reputation relative to the rest of the United States as a place to live, work and play. **8 hours**
- ▶ Undercover Interviews: Informal discussions with residents, business owners and local merchants while in Miami Gardens. **16 hours**
- ▶ Geo-demography Resident Profile: A detailed market segmentation report created with ESRI's Arcview, Tapestry and Business Analyst software - including U.S. Census Bureau data and consumer buying behavior data from Mediamark Research Information (MRI) **20 hours plus third party research costs of \$3,600**
 - Who Report: Resident socio-economic classifications
 - What Report: Profile of resident lifestyle habits such as media usage, travel behavior, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies

Consumers

Geo-demography Consumer Profile: Detailed report describing the City of Miami Gardens's target consumers (merchant customers, new home buyers, visitors, etc.)

18 hours plus third party research costs of \$1,800

- Who Report: Consumer demographic and socio-economic classifications. This report also compares your consumers to the profiles of your community. For example, are your residents like or unlike your consumers?
- What Report: Profile of consumer lifestyle and media habits such as media usage, household buying preferences, recreational interests, civic involvement, dining choices, retail preferences, lodging tendencies, travel behavior and more
- Where Report: Grid showing relative comparisons of feeder markets based on the highest concentration of core consumers

NOTE: Please see tapestry report on C.D. arriving under separate cover via regular mail

Inquiry Mapping: Mapping study using origin information from existing databases.
10 hours

Qualitative Perception Study: Approximately 30 telephone interviews to gather insights from the following consumers: **28 hours**

- *Economic Development Prospects/Site Selectors/Relocation Executives*
- *Realtors/Developers*
- *Regional and State-Level Economic Development and Tourism Executives*

Quantitative Consumer Awareness and Perception (CAP) Study:

200 completed phone surveys conducted using a random sampling of consumers, specifically, the survey measures: **28 hours plus call center fees of \$4,750**

- Overall awareness and perceptions of Miami Gardens
- Overall awareness and perceptions of the competition
- Attitudes regarding Miami Gardens' strengths and weaknesses
- What consumers would add or take away
- Measurements of Miami Gardens' delivery of quality of life indicators

COMPETITION

Competitive Positioning Review: A brand message assessment to evaluate Miami Gardens' position relative to the competition **12 hours**

Competitive Opportunity Analysis: An in-depth analysis of Miami Gardens' top five economic development competitors, uncovering strengths and weaknesses in the current business landscape according to national standard industry classifications.
10 hours

2. Insights

Where the Brand Should Be

The goals for The City of Miami Gardens may involve a number of elements: cohesive community identity and consistent marketing efforts, business and resident recruitment/retention or gross receipts.

Branding influences these goals by influencing expectations and affecting attitudes, thus affecting behavior and usage. The most successful brands establish an emotional – not simply an intellectual – connection. Our insights come from asking a number of thought-provoking questions. What emotional attachments can the brand hold? How does the brand fit into his or her lifestyle? It is from these insights that we determine the overall positioning of the brand.

- ▶ **Situation Brief:** review of all research findings **22 hours**
- ▶ **Blue Sky Meeting:** internal session for developing insights **34 hours**
- ▶ **“Understanding and Insights” presentation:** review of all relevant research and recommended strategic direction **22 hours**
 - ▶ Insights that affect the development of your brand identity
 - ▶ *Brand Essence (reason for being)*
 - ▶ *Brand Truths (the undeniable truths about who you are)*
 - ▶ *Brand Promise (what can you provide better than anyone)*
 - ▶ *Brand Benefits (the emotional and rational reasons for consumer appeal)*
 - ▶ *Brand Personality (tonality that reflects your character)*
 - ▶ **Brand Platform Statement: the guiding statement for the management and development of your brand**

NOTE: Here, we conduct a meeting to present all of the research findings as well as our recommended brand positioning based on those findings and request approval before proceeding.

3. Imagination

What Will Get Us There

In this stage, all the data and high-level strategies are transformed into tangible creative products that embody your brand. Strap lines and logos are created. Foundation creative is developed. Custom brand-building actions are recommended. These creative communications and strategic initiatives combine in a powerful one-two punch that makes a two-dimensional brand come to life in a three-dimensional community.

- ▶ **Brand Concepts:** three different written creative concepts are developed for communicating your brand **30 hours**
- ▶ **Brand Identity Guide:** two distinct options are developed for bringing the approved brand concept to life. **42 hours plus outside creative costs of \$2,450**
Each creative expression will contain the following:
 - ▶ Logo creation or adaptation to finished art
 - ▶ Strap line development and testing
 - ▶ Color palette and environmental applications
 - ▶ Stationary, business cards and collateral design
 - ▶ Sample marketing messages
 - ▶ Website design application
- ▶ **Brand Action:** innovative recommendations for:
34 hours
 - ▶ Investment recruitment
 - ▶ Policy
 - ▶ Exports
 - ▶ People
 - ▶ Culture
- ▶ Recommendations for leadership, organization and funding **8 hours**

4. Evaluation

How the Brand is Performing

Evaluation yields new information which may lead to the beginning of a new planning cycle. Information may be gathered from concept pre-testing, campaign impact in the marketplace and tracking studies to measure a brand's performance over time.

Ideally, two basic questions will be answered: have responses to the brand among target audiences changed in the way the Community BrandPrint™ intended? And have these changes resulted in action that will achieve the desired objectives of the brand? Turnkey or do-it-yourself programs are recommended depending on the needs of the community.

- ▶ Recommended Measures of Accountability **4 hours**
 - ▶ CAP Study
 - ▶ Brand Barometer
- ▶ Geo-demography consumer profiling: *Who, What, and Where reports (three- year update)* **12 hours**

Note: Here, we conduct a final presentation that delivers the creative product, the Brand Action Ideas and recommended measures of accountability. A final report is produced that delivers these items as well as the research findings.

AGREEMENT FOR SERVICES

THIS AGREEMENT is made and entered into this 11th day of March, 2009, by and between the City of Miami Gardens, a Florida municipal corporation (hereinafter referred to as "CITY"), and NORTH STAR authorized to do business in the State of Florida, (hereinafter referred to as "Consultant") and jointly referred to as the Parties.

WITNESSETH:

WHEREAS, the City requested a proposal from the NORTH STAR and

WHEREAS, NORTH STAR submitted a Proposal dated November 8, 2008; and

WHEREAS, at a meeting held on March 11, 2009 the City Council selected the NORTH STAR agreed to contract with NORTH STAR to perform the services described in the NORTH STAR's Proposal ("Services").

NOW THEREFORE, in consideration of the premises and the mutual covenants herein named, the parties hereto agree as follows:

Article 1 Incorporation by Reference.

The following documents are hereby incorporated by reference and made part of this Agreement.

- (i) Proposal for the City of Miami Gardens prepared by NORTH STAR dated November 8, 2008. (Exhibit 1).

All exhibits may also be collectively referred to as the "Documents." In the event of any conflict between the Documents or any ambiguity or missing specifications or instruction, the following priority is established:

- A. This Agreement
- B. Exhibit 1

NORTH STAR Services

a. North Star agrees to diligently and timely perform professional services for the City relating to providing services for a branding campaign for the City of Miami Gardens. NORTH STAR will provide a Community BrandPrint™ (hereinafter

Document) for the City of Miami Gardens. The overall scope of services is described in Exhibit 1, which is attached to and incorporated herein.

b. This Agreement shall commence immediately upon the execution of the Agreement by both the CITY and NORTH STAR and shall continue through the completion of the branding campaign for a maximum of four hundred seventy-six (476) hours. This Agreement shall terminate upon completion, or as outlined in Paragraph 10, whichever comes first.

Article 2 Scope of Work

The Scope of Work is outlined in Exhibit 1 attached hereto.

Article 3 Qualifications

NORTH STAR and the individual executing this Agreement on behalf of the NORTH STAR warrant to the CITY that the NORTH STAR is a Florida corporation duly constituted and authorized to do business in the State of Florida, is in good standing as recognized by the State of Florida and that NORTH STAR possesses all of the required licenses and certificates of competency required by the State of Florida and the County of Miami-Dade to perform the work herein described.

Article 4 Compensation

For all Services provided by NORTH STAR, the CITY shall pay NORTH STAR a total fee of eighty four thousand dollars (\$84,000) hereinafter "Fee".

The Fee is to be paid for third party research expenditures and for time involved in the production of a Community BrandPrint™ which is not to exceed four hundred seventy-six (476) hours.

c. Any additional requests of NORTH STAR beyond the agreed upon Document and designated hours will be billed at the rate of \$150.00 per hour. Should additional work be requested, for work beyond the scope of this Agreement, the CITY shall provide written approval to NORTH STAR prior to NORTH STAR initiating work.

d. Outside costs such as travel and shipping shall be billed at a net rate (out-of-pocket cost) to the CITY. Mileage shall be billed at the rate of 50.5 cents per mile. The CITY agrees to provide NORTH STAR with reimbursement for travel expenses (to be pre-approved by City of Miami Gardens) in an amount not to exceed \$5,000.00 from date of execution. The City shall not be responsible for payment of any other expenses i.e. faxes, telephone, postage, data entry) .

Method of Payment

Upon execution of the agreement, the CITY will pay NORTH STAR the initial sum of twenty one thousand dollars (\$21,000).

Upon completion of the Understanding & Insights Presentation, as specified in the Scope of Work, the CITY will pay North Star the sum of twenty one thousand dollars (\$21,000).

The sum of forty two thousand dollars (\$42,000.00), representing the balance of the Fee, is to be paid in equal monthly payments over the next three months following the Understanding & Insights Presentation. All invoices for services shall be submitted not more than once per month and upon completion and acceptance of each phase and in sufficient detail to demonstrate compliance with the terms of this Agreement, and shall include a detailed explanation of all fees and charges.

The CITY shall remit payment within thirty (30) days after submittal of an invoice. A service charge of 1% (% per annum) will be charged on all sums not paid within a 30-day period after date of billing. The CITY agrees to pay all costs of collection and a reasonable attorney's fee incurred in the collection of past due accounts.

The CITY's performance and obligation to pay under this Agreement is contingent upon an annual appropriation for its purpose by the City Council. NORTH STAR shall make no charges to the CITY for supplies, labor, taxes, licenses, permits, overhead or any other expenses or costs unless any such expense or cost is incurred by NORTH STAR with prior written approval of the CITY. If the CITY disputes any charges on the invoices, it may make payment of the contested amounts and withhold payment on the contested amounts until they are resolved by agreement with Consultant. Reimbursable expenses shall be listed individually, with supporting documentation attached.

Article 5 Responsibility of NORTH STAR

- a. NORTH STAR shall be responsible for the professional quality, technical accuracy and coordination of all reports, designs, specifications, other documents and data used or produced by or at the behest of NORTH STAR under this Agreement. NORTH STAR shall without additional compensation correct or revise any errors or deficiencies in its reports, designs, specification, other documents and data.
- b. NORTH STAR warrants that it has not employed or retained any company or person " other than a bona fide employee working solely

for NORTH STAR” to solicit or secure this Agreement and that it has not paid or agree to pay any person, company, corporation, individual or firm other than a bona fide employee working solely for NORTH STAR. Any fee commission percentage gift or any other consideration contingent upon or resulting from the award from this Agreement.

- c. NORTH STAR shall perform its services in accordance with generally accepted industry standards and practices customarily utilize by competent consultant firms in effect at the time NORTH STAR services are rendered. NORTH STAR covenants and agrees that it and its employees shall be bound by the Standards of Conduct of the Florida Statutes Chapter 112.313 as it relates to work performs under this Agreement. NORTH STAR agrees to incorporate the provisions of this paragraph in any subcontract into which might enter with reference to the work performed.
- d. NORTH STAR shall comply with all federal state and local laws, regulations, and ordinances applicable to the work or payment for work thereof and shall not discriminate on the grounds of race, color, religion, sex, or national origin in the performance of work under this Agreement.
- e. NORTH STAR shall maintain books, records, documents and other evidence directly pertaining to or connected with the services under this Agreement which shall be available and accessible at NORTH STAR's offices for the purposes of inspection, audit and copying during normal business hours by the CITY or any of its authorized representatives. Such records shall be returned for a minimum of three (3) years after completion of the services.
- f. To ensure that the recommended strapline (tagline) is available for use and capable of being trademarked, NORTH STAR will conduct a trademark search via their web site www.uspto.gov/main/trademarks.htm. NORTH STAR will provide any and all potential conflicts identified. The pursuit of an official legally binding trademark is the responsibility of the CITY. NORTH STAR can, and will, provide assistance in the filing of documentation in the pursuit of obtaining a trademark for an additional fee.
- g. In conducting business and in anticipation of conducting business with NORTH STAR, it may be necessary for the CITY to share trade secrets and/or other confidential and/or proprietary information or the matter with NORTH STAR. The parties agree that such information and the materials referenced in the Agreement, the results and the developments there from are confidential and/or proprietary information belonging to the CITY.

NORTH STAR agrees not to disclose to any third party any such trade secrets and/or confidential or proprietary information for its own or third party's separate benefit. NORTH STAR will be responsible for its employees or agents complying with the provisions of this Agreement.

Similarly, the CITY agrees that the Community BrandPrint™ created is intended solely for the use and benefit of the City of Miami Gardens.

Article 6 Indemnification

NORTH STAR shall defend, indemnify, and hold the CITY, its agents, officers, and employees harmless from and against any and all demands, claims, suits, liabilities, causes of action, judgment or damages, arising out of, related to, or in 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 NORTH STAR third parties made pursuant to this Agreement. NORTH STAR shall reimburse the CITY for all of its expenses including reasonable attorney fees and costs, up through any appeal. The CITY retains the right to select counsel of its choosing. Nothing contained herein shall be deemed a waiver of sovereign immunity by the CITY.

Article 7 Insurance

NORTH STAR provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million (\$1,000,000.00) Dollars, per incident, for personal injury, and Five Hundred Thousand (\$500,000.00) Dollars, per incident, for property damage.

NORTH STAR shall provide and maintain professional liability (errors and omissions) insurance coverage 1) \$500,000 per occurrence, \$1,000,000 aggregate or dedicated project limits with a deductible (if applicable) not to exceed \$25,000.00 per claim (audited financial statements required). The certificate of insurance shall reference any applicable deductible. 2) Claims made policy must have an extended period of two years or occurrence based policy. 3) Deductible program or Self Retention Program an Irrevocable Letter of Credit or performance Bond for amount of SRI is required.

NORTH STAR shall also be required to provide and maintain, during the life of the Agreement, comprehensive automobile liability insurance coverage for bodily injury and property damage in the minimum amount of \$500,000.00 or each occurrence and \$500,000.00 combined single limit.

All policies of insurance shall designate the CITY as an additional insured and NORTH STAR shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day cancellation power.

NORTH STAR shall also provide CITY with proof that NORTH STAR has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the Consultant.

NORTH STAR shall not commence work pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the CITY.

Article 8 Timely Performance of North Star Personnel

The timely performance and completion of the required services is vitally important to the CITY. NORTH STAR shall assign a Project Manager together with such other personnel as are necessary to assure faithful prosecution and timely delivery of services pursuant to the requirements of this Agreement. NORTH STAR shall insure that all key personnel support personal and other agents are fully qualified and capable of performing their assigned tasks. Any change or substitution to NORTH STAR's key personnel must receive the City Manager or designee's written approval before said changes or substitutions can become effective.

- a. The services to be rendered by NORTH STAR shall commence immediately upon execution of Agreement.
- b. NORTH STAR specifically agrees that all work performed under the terms and conditions of this agreement shall be completed within the time limits as set forth subject only to delays caused through no fault of NORTH STAR or the CITY. Time is of essence in the performance of this Agreement.
- c. NORTH STAR agrees to provide to the City Manager or his designee written monthly progress reports concerning the status of the Project. NORTH STAR shall report monthly the number of hours worked. The City may determine the format for this progress report. The City shall be entitled at all times to be advised at its request and in writing as to the status of work to be performed by NORTH STAR.
- d. In the event unreasonable delays occur on the part of the CITY or regulatory agencies as to the approval of any plans, permits, reports, or other documents submitted by NORTH STAR which delay the scheduled completion date, the CITY shall not unreasonably withhold the granting of an extension of the scheduled time limitation equal to the aforementioned delay.

Article 9. Obligation of City

- a. The City Manager or designee is designated to serve as project coordinator and to do all things necessary to properly administer the terms and conditions of this Agreement. The responsibility of the City Manager or designee shall include:
 - i. Examination of all reports, sketches, drawings, estimates, proposals and other documents presented by NORTH STAR and rendering in writing decisions pertaining thereto within a reasonable time.
 - ii. Transmission of the instructions, receipt of information, interpretation and definition of CITY policies and decisions with respect to design materials and other matters pertinent to the work covered by this Agreement.
 - iii. Review for approval or rejection all of NORTH STAR's documents and payment request.
- b. The City shall upon request furnish NORTH STAR with all existing data plans, studies and other information in the CITY's possession which may be useful in connection with the work of this Project all of which shall be and remain the property of the CITY and shall be returned to the City Manager or designee upon completion of the services to be performed by NORTH STAR.
- c. The City Manager or designee shall conduct periodic reviews of the work of NORTH STAR necessary for the completion of NORTH STAR's services during the period of this Agreement. And may make other CITY personnel available where required and necessary to assist NORTH STAR. The availability and necessity of said personal to assist NORTH STAR shall be determined solely within the discretion of the CITY. THE CITY's technical obligations to this project if any are stated in specific authorizations and work authorizations.

The CITY shall not provide any services to NORTH STAR in connection with any claim brought on behalf of or against NORTH STAR.

Article 10 Termination

The CITY may, for its convenience and without cause, terminate this Agreement by giving NORTH STAR written notice at least thirty (30) days prior to the effective date of the termination. Upon written notice of the termination, NORTH STAR shall provide only those services and incur only those expenses specifically approved or directed in writing by the City Manager.

The CITY may, terminate this Agreement for cause immediately, and shall provide notice as soon as practical to Consultant.

NORTH STAR may terminate this Agreement only for cause, by giving the City thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, NORTH STAR and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from NORTH STAR to the CITY or to any other person or entity the CITY may designate, and to maintain during such period of transition that same services provide to the CITY pursuant to the terms of this Agreement.

NORTH STAR will take all reasonable and necessary actions to transfer all records, etc. and data of the CITY in its possession in an orderly fashion to either the CITY or its designee in a hard copy and computer format.

If either party terminates this Agreement, the CITY shall only pay NORTH STAR for the services provided through the date of termination.

Article 11 Ownership

- a. It is understood and agreed that the documents or reproducible copies including but not limited to reports, designs specifications and data developed by NORTH STAR in connection with services shall be delivered to and shall become the property of the CITY as they are received by the CITY and when NORTH STAR has been fully compensated as set forth herein. NORTH STAR may keep copies of all work products for its records. NORTH STAR hereby assigns all its copyright and other proprietary interests in the products of this Agreement to the CITY. Specific Written authority is required from the City Manager or designee for NORTH STAR to use any of the work products of this agreement on any non-City project.
- b. Upon termination of this Agreement, NORTH STAR shall transfer, assign and make available to the CITY, or its representatives, all property and materials in its possession or control belonging to the CITY and paid for by the CITY. In the event that the material, which is the subject of this

Agreement, is copyrightable subject matter, NORTH STAR and CITY agree that for the purposes of this order the material shall be a work made for hire and the property of the CITY. In the event that the material which is the subject of this Agreement is not copyrightable subject matter, or for any reason is determined not to be a work made for hire, then and in such event NORTH STAR hereby assigns all right, title and interest to said material to CITY for the fees specified herein.

- c. Stock photography used for the demonstration of creative concepts is not to be reproduced or published in any way without first negotiating usage rights with the appropriate stock image provider.

Notwithstanding the above, any reuse of the work products by the CITY on other projects will be at the risk of the CITY.

Article 12 Modification/Amendment

This writing and exhibits contains the entire Agreement of the parties. No representations were made or relied upon by either party, other than those that are expressly set forth herein.

No agent, employee, or other representative of either party is empowered to modify and amend the terms of this Agreement, unless executed in writing with the same formality as this Document. No waiver of any provision of this Agreement shall be valid or enforceable unless such waiver is in writing and signed by the party granting such waiver.

Article 13 Severability

If any term or provision of this Agreement shall to any extent be held invalid, or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

Article 14 Governing Law

This Agreement shall be construed in accordance with and governing by the laws of the State of Florida. Exclusive venue for any litigation shall be in Miami-Dade County, Florida.

Article 15 Waiver

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.

No waiver by the CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by NORTH STAR of the same, or any other provision or the enforcement thereof. The CITY's consent to or approval of any act by NORTH STAR requiring the CITY's consent or approval shall not be deemed to render unnecessary the obtaining of the CITY's consent to or approval of any subsequent consent or approval of Consultant, whether or not similar to the act so consented to or approved.

Article 16 Notices/Authorized Representatives

Any notices required or permitted by this Agreement shall be in writing and shall be deemed to have been properly given if transmitted by hand-delivery, by registered mail with postage prepaid return receipt delivery, by registered or certified mail with postage prepaid return receipt requested, or by Federal Express addressed to the parties at the following address:

CITY:
Danny Crew, City Manager
City of Miami Gardens
1515 NW 167th Street #200
Miami Gardens, FL 33169
Tel: 305-622-8000
Fax: 305-622-8001

North Star Agent
Don McEachern
CEO
220 Disspayne Drive
Nashville, TN 37214
Tel: 615-341-8781 ext 26
Fax: 615-523-1146

Either party shall have the right to change its address for notice purposes by sending written notice of such change of address to the other party in accordance with the provisions herein.

Article 17 Independent Contractor

NORTH STAR is and shall remain an independent contractor and is not an employee or agent of the CITY. Services provided by NORTH STAR shall be by employees of NORTH STAR and nothing in this Agreement shall in any way be interpreted or construed to deem said employees to be agents, employees, or representatives of the CITY.

NORTH STAR shall be responsible for all compensation, tax responsibilities, insurance benefits, other employee benefits, and any other status or rights of its employees during the course of their employment with Consultant. The rights granted to NORTH STAR hereunder are nonexclusive,

and the CITY reserves the right to enter into agreements with other persons or firms to perform services including those hereunder.

Article 18 Assignment

Subject to the provisions above, this Agreement shall not be assignable by Consultant.

Article 19 Prohibition Against Contingent Fees

NORTH STAR warrants that it has no employees or retained any NORTH STAR or person, other than a bona fide employee working solely for Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), Consultant, corporation, individual or firm, other than a bona fide employee working solely for Consultant, any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

Article 20 Attorneys Fees

Should any dispute arise hereunder, the CITY shall be entitled to recover against the NORTH STAR all costs, expenses and attorney's fees incurred by the CITY in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

Article 21 Non-Discrimination

NORTH STAR agrees to comply with all local and state civil rights ordinances and with Title VI of the Civil Rights Act of 1964 as amended, the Americans with the Disabilities Act of 1990, the Age Discrimination Act of 1975. NORTH STAR will not discriminate against any employee or applicant for employment because of race, color, creed, religion, ancestry, national origin, sex, disability or other handicap, age, marital/family status or status with regard to public assistance. NORTH STAR will take affirmative action to insure that all employment practices are free from such discrimination.

Article 22 Conflict of Interest

NORTH STAR agrees to adhere to and be governed by the Miami-Dade County Conflict of Interest Ordinance Section 2-11.11, as amended, which is incorporated by reference herein as if fully set forth herein, in connection with the Agreement conditions hereunder.

Article 23 Binding Effect

All of the terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto, their respective assigns, successors, legal representatives, heirs and beneficiaries, as applicable.

Article 24 Construction

This Agreement and the terms hereof shall be construed in accordance with the laws of the State of Florida and venue for all actions in a court of competent jurisdiction shall lie in Miami-Dade County, Florida.

Article 25 Entire Agreement

No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties. No modifications hereof shall be effective unless made in writing and executed by the parties hereto with the same formalities as this Agreement is executed.

Article 26 Captions and Paragraph Headings

Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend or limit the scope and intent of this Agreement, nor the intent of any provisions hereof.

Article 27 Joint Preparation

The preparation of this Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other. It is the parties' further intention that this Agreement be construed liberally to achieve its intent.

Article 28 Counterparts

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

Article 29 Exhibits are Inclusionary

All exhibits attached hereto or mentioned herein which contain additional terms shall be deemed incorporated herein by reference. Typewritten or handwritten provisions inserted in this form or attached hereto shall control all printed provisions in conflict therewith.

IN WITNESS WHEREOF the undersigned parties have executed this Agreement on the date indicated above.

Remainder of Page left blank

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

Consultant: North Star

CITY OF MIAMI GARDENS

By: [Signature]

By: [Signature]

Name: Dou M. Fabian

Title: CEO

City Manager

WITNESS:

ATTEST:

Corporate Secretary

[Signature]
City Clerk

APPROVED AS TO FORM:

[Signature]
City Attorney