

# Contract for Communications Services

---

This **contract for communications services** (“Agreement”) is entered into and effective August 31, 2020,

BETWEEN: **PUBLIC COMMUNICATORS GROUP LLC (“CONSULTANT”)** a Florida limited liability company

AND: **NORTH BAY VILLAGE (“CLIENT”)** a Florida municipal corporation

## ARTICLE 1 TERM OF AGREEMENT

The term of this contract shall be from August 31, 2020 until terminated by either party. This contract may be terminated by either party without cause by giving the other party written notice of termination at least one (1) day prior to the effective termination date. Payment for any work completed under the terms of the contract shall be due per payment terms below.

## ARTICLE 2 SCOPE OF SERVICES

The CONSULTANT shall provide communications services to the CLIENT on an as needed basis. Those services include:

- Communications Strategy
- Content Creation
- Crisis planning, prevention, management, and communications
- Graphic Design
- Video Production & Postproduction

## ARTICLE 3 COMPENSATION

The CLIENT agrees to pay the CONSULTANT on a project basis. Time will be billed in 15-minute increments. Travel time will be included in billing when the CLIENT requires the CONSULTANT to travel.

Video production and other special projects which require expenses will be quoted in advance for approval of the CLIENT.

The CONSULTANT understands that any compensation above the Village Manager’s spending authority must abide by procurement policies per the North Bay Village Code of Ordinances Chapter 36.

CONSULTANT shall invoice for all work performed and provide timesheets with general descriptions of the type of work performed. Payment shall be due 30 after receipt of the invoice.

**ARTICLE 4  
EXPENSES**

The CLIENT agrees to reimburse the CONSULTANT for any reasonable and necessary out of pocket expenses. Any expenses exceeding twenty-five dollars (\$25) must be pre-approved in writing by the CLIENT. Payment for all expenses shall be due within 30 days of the invoice.

**ARTICLE 5  
RELATION TO CLIENT**

The CONSULTANT shall be performing consulting and other services on behalf of the CLIENT. Under no circumstances shall the CONSULTANT, nor any other employee or partner of the CONSULTANT, be considered an employee or partner of the CLIENT. The CLIENT recognizes and agrees that the CONSULTANT may represent other clients with similar interests.

**ARTICLE 6  
SUBCONTRACTORS**

The CONSULTANT may, at their discretion, utilize subcontractors for any work other than advisory services. Advisory services subcontractors must be approved in writing by the CLIENT in advance of performing any work. Michael Hernandez shall be considered pre-approved as part of this agreement.

**ARTICLE 7  
GOVERNING LAW**

This Agreement shall be made in and shall be governed by and interpreted in accordance with the laws of the State of Florida. The Parties agree that the sole venue for any lawsuit arising from this Agreement shall be in Miami-Dade County, Florida, and the Parties waive any objection to jurisdiction or venue in any proceeding before said court.

**ARTICLE 8  
ATTORNEYS' FEES**

If legal action is brought to enforce or interpret this Agreement or any of its provisions, the prevailing party shall be entitled to reasonable attorneys' fees in addition to any other recovery to which such party may be entitled.

**ARTICLE 9  
LIABILITY**

CONSULTANT shall bear no liability to the CLIENT for loss or damage in connection with advice or assistance by CONSULTANT given in good faith performance of the services.

**ARTICLE 10  
ENTIRE AGREEMENT**

The parties agree that this contract represents the entire understanding of the parties. Your signature below indicates your acceptance and approval of this contract.

**ARTICLE 11  
NOTICES**

All notices or other communications required hereunder shall be in writing, hand delivered or sent by certified mail return receipt requested, or by express courier with a nationally recognized courier service, or by electronic mail with retention of evidence confirming transmission, to the party to be notified at its following address or at such other address as shall have been specified in a written notice from the party to be notified. Notice shall be effective at the time of receipt in the case of hand delivery or upon transmission via electronic mail, and three days after posting if by certified mail.

If to Public Communicators Group:           Evan Ross  
17301 Biscayne Blvd, Suite 2105  
Aventura, FL 33160  
[Evan@PublicCommunicators.com](mailto:Evan@PublicCommunicators.com)

If to North Bay Village:                       Mario Diaz  
1666 Kennedy Causeway  
3rd Floor  
North Bay Village, FL 33141  
[MDiaz@NBVillage.com](mailto:MDiaz@NBVillage.com)

**ARTICLE 12  
SEVERABILITY**

If any provisions of this Agreement are declared invalid by a court of record, the remaining portions shall remain in full force and effect.

**IN WITNESS WHEREOF**, authorized representatives of the Parties have executed this Agreement as of the date indicated below.

**Public Communicators Group LLC**

DocuSigned by:  
*Evan Ross*  
947EF6B471DF4A9...  
Authorized Signature  
Evan ROSS  
\_\_\_\_\_  
Print Name  
owner  
\_\_\_\_\_  
Title  
8/31/2020 | 08:50:48 CDT  
\_\_\_\_\_  
Date

**North Bay Village**

DocuSigned by:  
*Ralph Rosado*  
017E8F59656F4A6...  
Authorized Signature  
Ra1ph Rosado  
\_\_\_\_\_  
Print Name  
village Manager  
\_\_\_\_\_  
Title  
8/31/2020 | 16:06:41 CDT  
\_\_\_\_\_  
Date