

AGREEMENT

This Agreement is entered into this 19th day of June, 2006, between Abby M Hirsh (Contractor)(see Résumé attached), and the City of Miami Beach, Florida (City), for a term of approximately three (3) months, with an effective starting date retroactive to June 19, 2006, and a termination date of August 16, 2006.

This Agreement is for the purpose of providing services to the City's Capital Improvement Projects (CIP) Office to assist with Administration and the Community Information Coordinators.

CIP OFFICE ASSISTANT - SCOPE OF WORK

1. Work under the supervision of the CIP Director.
2. Will provide assistance in updating the CIP Web Page and also in preparing Power Point presentations and communication documents.
3. Will assist CIP management staff with data input and other tasks that make use of Contractor's technical skills.

For the purposes of this Agreement, Ms. Hirsh shall be deemed to be an independent contractor, and not an agent or employee of the City, and shall not attain any rights or benefits under the Civil Service or Pension Ordinance of the City, or any right generally afforded Classified or Unclassified employees. Further, she shall not be deemed entitled to Florida Worker's Compensation benefits as an employee of the City or accumulation of sick or annual leave.

In consideration of the services to be provided, the City agrees to pay Contractor a flat hourly rate of \$10.00 per hour, commencing retroactively on June 19, 2006, and ending on or before August 16, 2006; hours to be determined by the City's CIP Director. The total fee(s) paid to Contractor pursuant to this Agreement shall not exceed \$1,800.00 for the term provided herein.

It is agreed Contractor may be able to participate in other personal service agreements with any agency or individual which does not create any actual or inferred conflict of interest with the City of Miami Beach.

This Agreement may be terminated for convenience of either party, by giving written notice to the other party of such termination, which shall become effective within seven (7) days following receipt by the other party of the written termination notice. In the event such termination for convenience of either party, the Contractor shall be paid a sum equal to all payments due to her up to the date of termination of this Agreement, provided Contractor is satisfactorily continuing to provide all services pursuant to the Agreement up to the date of termination.

Contractor agrees to indemnify, defend and hold harmless, the City of Miami Beach and its officers, employees and agents, from and against any and all actions, claims liabilities, losses and expenses, including but not limited to, attorney's fees for personal economic or bodily injury, wrongful death, loss of or damage to property in law or in equity, which may arise or be alleged to have arisen from the negligent acts or omissions or other wrongful conduct of the Contractor or his subcontractors, employees, or agents in connection with the Contractor's performance of service pursuant to this Agreement. The Contractor's obligation under this paragraph shall not include the obligation to indemnify the City of Miami Beach and its officers, employees and agents, from and against any actions or claims which arise or are alleged to have arisen from negligent acts or omissions or other wrongful conduct of the City and its officers, employees, and agents. The parties each agree to give the other party prompt notice of any claim coming to its knowledge that in any way directly or indirectly affects the other party.

The City desires to enter into this Agreement only if in so doing the City can place a limit on City's liability for any cause of action for money damages due to an alleged breach by the City of this Agreement, so that its liability for any such breach never exceeds the sum of \$1,800.00. Contractor hereby expresses her willingness to enter into this agreement with Contractor's recovery from the City for any damage action for breach of contract to be limited to a maximum amount of \$1,800.00 less the amount of all funds actually paid by the City to Contractor pursuant to this Agreement.

Accordingly, and notwithstanding any other term or condition of this Agreement, Contractor hereby agrees that the City shall not be liable to Contractor for damages in an amount in excess of \$1,800.00 which amount shall be reduced by the amount actually paid by the City to Contractor pursuant to this Agreement, for any action or claim for breach of contract arising out of the performance or non-performance of any obligations imposed upon the City by this Agreement. Nothing contained in this subparagraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Section 768.28, Florida Statutes.

All notices under the terms of this Agreement shall be sent to the following:

CONTRACTOR: Abby M. Hirsh
1025 West 47th Street
Miami Beach, FL 33140

CITY: City of Miami Beach – CIP Office
1700 Convention Center Drive
Miami Beach, FL 33139
Attention: Jorge E. Chartrand, Director

This Agreement shall be enforceable in Miami-Dade County, Florida, and if legal action is necessary by either party with respect to the enforcement of any or all of the terms

or conditions herein, exclusive venue for the enforcement of same shall be in Miami-Dade County, Florida.

This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in state court, and the U.S. District Court, Southern District of Florida, if in federal court. BY ENTERING INTO THIS AGREEMENT, ABBY M. HIRSH AND CITY OF MIAMI BEACH, FLORIDA EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

It is further agreed that this Agreement may be altered and amended only upon the written consent of both parties.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by the respective officials thereunto duly authorized, this date and year first above written.

CITY OF MIAMI BEACH,
a Florida Municipal Corporation




Witness



Witness

Contractor:

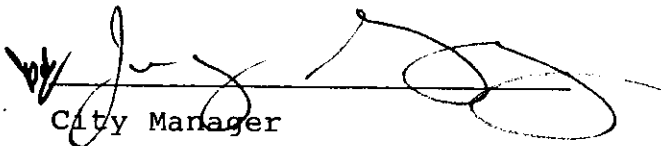


Abby M. Hirsh

City of Miami Beach - CIP Office:



Jorge E. Chartrand, Director



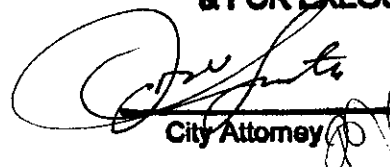
City Manager



Office of Management and Budget

APPROVED AS TO
FORM & LANGUAGE
& FOR EXECUTION

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City Attorney

6/26/06
Date

ABBY M. HIRSH

1025 West 47th St., Miami Beach, FL 33140

Phone #: (305) 673-2192

Email: abbyhirsh@gmail.com

OBJECTIVE: To obtain part-time summer employment

STRENGTHS: Creative, conscientious, computer savvy, quick learner

SKILLS:

- Proficient in Microsoft Word, Microsoft Power Point, Adobe Photoshop, Adobe Illustrator, Macromedia Flash, Macromedia Fireworks, Macromedia Dreamweaver, and Strata 3dPro
- Knowledgeable in basic html code and able to create web pages
- Proficient writing skills
- Proficient in 2D art skills (drawing and painting)

WORK AND VOLUNTEER EXPERIENCE:

- Freelance web designer - Currently working on websites for three different clients
- City of Miami Beach Communications Office Internship – Assisted in designing graphics for MBTV - Summer 2005
- Environmental Council of Miami Beach (ECOMB) - Participated in beach cleanup – February 2004
- Miami Design Preservation League – Performed clerical duties, assisted in designing a prospective membership brochure, and assisted with visitor information over the phone and in person – Summer 2003
- Bass Museum of Art Computer Lab - Performed clerical duties, assisted lab users, and designed an open house flier – Summer 2002

EDUCATION:

- Graduated in 2005 from Design and Architecture Senior High School with a 4.5 GPA
- Accepted into New World School of the Arts, Miami-Dade Honors College, and University of Central Florida
- Accepted into the Pratt Institute and awarded a \$12,000 Presidential Merit Scholarship and artist grant

AWARDS AND ACHIEVEMENTS:

- Gold Key winner for Writing Portfolio in the 2005 Regional Scholastic Art and Writing Awards Program, and winner of a Silver Award in the 2005 National Scholastic Art and Writing Awards Program
- Nominee to the 2005 National American Voices Awards Program for Writing
- Submitted Computer Art entry to the 2005 NFFA's Arts Recognition and Talent Search (ARTS) and received a Certificate of Recognition for participation in April 2005
- Participated in a pre-college summer program at Yale University in the summer of 2004, which helped prepare me for a post secondary education experience
- Honorable Mention for Computer Art entered in the 2004 Regional Scholastic Art and Writing Award Program - entry exhibited at the Miami Art Museum
- Certificate of Special Recognition for Computer Applications Award in the 9th grade



MIAMI BEACH

City of Miami Beach, 1700 Convention Center Drive, Miami Beach, Florida 33139, www.miamibeachfl.gov

Office of Communications
Tel: 305.673.7575 , Fax: 305.673.7229

January 23, 2006

Office of Admissions

Dear Admissions Officer:

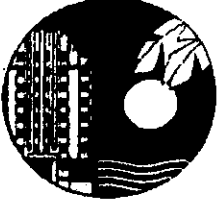
I highly recommend Abby Hirsh for admission into your school. Abby did a volunteer internship during the summer of 2005 at the City of Miami Beach City Hall where I hold the position of Media Specialist / Station Manager MBTV.

Abby is one of the most creative and conscientious interns we've had. She's especially resourceful and proficient in various computer graphics applications. Abby created graphics for use on the City's cable television station, MBTV, on Adobe Illustrator, Adobe Photoshop, Lightwave, and others. She was resourceful, diligent and innovative, figuring out computer software and hardware she had never used before. Abby was extremely self directed and dedicated, often staying well past the hours she was required to work. The caliber of her work was outstanding.

With her talents and abilities Abby would be a tremendous asset to your school and I recommend her wholeheartedly. If you have any further questions with regard to her qualifications, please feel free to contact me.

Sincerely,

Ron Francis
Media Specialist / Station Manager MBTV
ronfrancis@miamibeachfl.gov



MIAMI DESIGN PRESERVATION LEAGUE

POST OFFICE BOX 190180, MIAMI BEACH, FLORIDA 33119-0180
(305) 672-2014 FAX (305) 672-4319 WWW.MDPL.ORG

November 18, 2003

Abby Hirsh
1025 West 47th street
Miami Beach, Fl. 33140

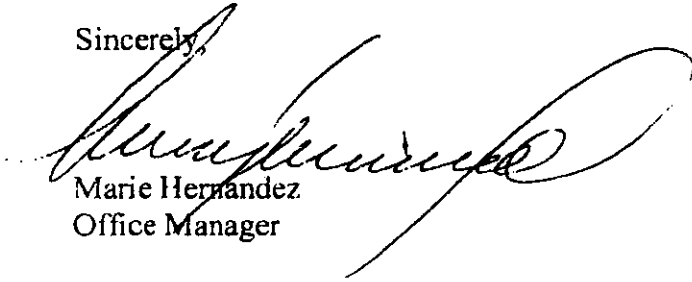
Dear Abby:

I would like to take this opportunity to thank you for volunteering in our office during this past summer. It is amazing how much you helped us during the 47 hours of service you gave to our organization.

Your initiative in helping to design a more appealing membership brochure for our organization was wonderful. Due to the fact that we are now switching gears to prepare for the Art Deco Weekend festival in January 2004, the project has been temporarily placed on hold. We will continue with the project in February. I will keep you updated as to the progress of the brochure and send you one when it is completed so that you can see the final product.

We would love to have you back whenever you can fit it in with your school schedule. Anyone would be lucky to have you as part of his or her team. We look forward to seeing you again; hopefully you can help out during the Art Deco Weekend Festival held January 16 thru the 18, 2004.

Sincerely,



Marie Hernandez
Office Manager