

CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(COMMUNITY OUTREACH & RADIO PROGRAM ADVERTISING)

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2016, by and between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, FL 33161 ("City") and **Global Solutions Agency, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business address at 12490 NE 7th Avenue, Suite 206 B, North Miami, FL 33161 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party".

RECITALS

WHEREAS, the City of North Miami ("City") desires to engage Consultant's *Haitian-Creole for Diaspora's Voice* live talk-show program to broadcast important public interest information including the promotion of City events, services and programs, for the benefit of the local community for a Term period of five (5) months commencing on May 1, 2016 through September 30, 2016, in accordance with the attached "Exhibit A" ("Program"); and

WHEREAS, the Program is scheduled to air live segments throughout the Term period, for a duration of at least fifteen (15) minutes per month, weekdays on WSRF 1580 AM radio station, in accordance with the attached "Exhibit B"; and

WHEREAS, the City Manager finds that the Program is in the best interest of the City, likely to increase public awareness of the valuable services provided by the City, by disseminating information focused on City attractions, economic development, education, public events, and quality of life issues.

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:

ARTICLE 1 - RECITALS

1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

ARTICLE 2 - CONTRACT DOCUMENTS

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City's *Scope of Work: Outreach and Education on Radio*, attached hereto as "Exhibit A";

2.1.2 Consultant's Proposal, attached hereto as "Exhibit B";

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the Program services related to this Agreement shall be borne solely by Consultant.

5.5 Program shall be completed by the Consultant to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of this Agreement and on all other matters relating to the execution, progress and quality of the Program.

ARTICLE 6 - INDEPENDENT CONSULTANT

6.1 Consultant has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. Accordingly, Consultant shall not 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 of the City. Consultant further understands that Florida workers' compensation benefits available to employees of the City, are not available to Consultant. Therefore, Consultant agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Program services to the City under this Agreement.

ARTICLE 7 - CONFLICT OF INTEREST

7.1 Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

7.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with Consultant. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

ARTICLE 8 - DEFAULT

8.1 If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant shall be in default. The City shall have the right to terminate this Agreement, in the event Consultant fails to cure a default within ten (10) business days after receiving a certified letter of Default. Consultant understands and agrees that termination of this Agreement under this Article shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CITY'S TERMINATION RIGHTS

9.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Consultant. In such event, the City shall pay Consultant compensation for the Program rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subcontractor, supplier, employee or agent except as may otherwise be required by law.

11.4 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, Florida Statutes (2015). 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.

ARTICLE 12 - PUBLIC RECORDS

12.1 Consultant 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 (2015), and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

12.2 Consultant shall additionally comply with the provisions of Section 119.0701, Florida Statutes (2015), entitled "Contracts; public records".

ARTICLE 13 - FORCE MAJEURE

13.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters, epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

ARTICLE 14 - MISCELLANEOUS PROVISIONS

14.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

14.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Program and termination or completion of the Agreement.

14.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall

14.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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

ATTEST:

Global Solutions Agency, LLC, a Florida limited liability company,

Corporate Secretary or Witness:

"Consultant":

By: _____

By:  _____

Print Name: _____

Print Name: Gwynne Berry

Date: _____

Date: MAY 3, 2016

ATTEST:

City of North Miami, a Florida municipal Corporation, **"City"**:

By:  _____
Michael A. Etienne, Esq.
City Clerk

By:  _____
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By:  _____
Jeff P. H. Cazeau, Esq.
City Attorney

Exhibit "A"

**CITY OF NORTH MIAMI
OUTREACH AND EDUCATION ON RADIO**

The City of North Miami Public Information Office, a division of the City Manager's Office, coordinates the educational outreach and promotions for the City.

All radio hosts that we enter into agreement with must agree to the following:

- To support City of North Miami events and programs that are free to the community with Public Service Announcements in addition to the live or taped interview segments each month.
- 5 minutes prior and after each live or taped interview segment, the Program must not contain any political advertising nor discussion regarding City affairs.
- Recordings, whether live or taped, must be made accessible to the Public Information Office upon request.
- Radio host must have an active email address and subscribe to the City's newsletter to receive updated information from the City on a regular basis.

A Purchase Order will be issued for the total amount of the agreed services for Fiscal Year 2016. The radio host agrees to bill the City monthly. Fees will be paid the following month after services are rendered (i.e. the invoice for the month of May will be paid in June after the Program is completed for the month of May). **All Programs must be scheduled by staff from the Public Information Office in order to be considered part of the Purchase Order agreement.**

The following information must be included on each invoice:

- An invoice number (invoice numbers must be different each month)
- Invoice date
- Vendor name and contact information (must match the information that is registered with the City of North Miami)
- Date and time Program aired
- Cost per Program or cost per month (as indicated on proposal)



12490 NE 7th Ave Ste # 206
North Miami, FL 33161

(786) 662-9500

info@alo365.com

Account Manager: Guylene Berry

Sa'le Pase Media

Advertising Agreement

Date: 04/20/2016

BUSINESS NAME:

City North Miami
776 NE 125 Street
North Miami, FL 33161

CONTRACT PERIOD Start Date: May 2016 End Date: September 30, 2016

Vwa Diaspora | "Koze Fanm" Radio Talk Show

Vwa Diaspora ("Haitian-Creole for "Diaspora's Voice") is a radio talk show hosted by Guylene Berry, addressing vital topics such as education, health, finance, legal issues, culture, relationships, and parenting. By "providing hope through the airwaves", we are able to accomplish our goal, which is to educate and empower Haitian Families. The show airs weekdays on WSRF 1580 AM, (832)225-5383 on and www.WiNouKapab.com |

Vwa Diaspora 3:00pm - 4:00pm – Monday through Friday WSRF 1580am
Koze Fanm Mondays, Wednesdays and Friday 6:00pm to 6:30 pm on WLQY 1320am
The Guylene Berry show: Mondays on AYITI tv 8pm and Island TV Tuesday 9pm watch on line on SakPaseTV.com

PROPOSAL FOR THE CONTRACT PERIOD:

- WSRF 1580 am one monthly live interviews on Vwa Diaspora Show/ duration 15mins
- 5 live interviews at \$475/ unit

Total Cost for proposal = \$ 2,375.00



Detail by Entity Name

Florida Limited Liability Company

GLOBAL SOLUTIONS AGENCY, LLC.

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Principal Address

12903 SW 49TH CT
MIRAMAR, FL 33027

Changed: 04/29/2015

Mailing Address

P.O BOX 170943
MIAMI, FL 33017

Changed: 04/30/2013

Registered Agent Name & Address

BERRY, GUYLENE
12490 NE 7TH AVENUE SUITE 206B
NORTH MIAMI, FL 33161

Address Changed: 03/04/2014

Authorized Person(s) Detail

Name & Address

Title MGRM

BERRY, GUYLENE C
12490 NE 7TH AVENUE SUITE 206 B
NORTH MIAMI, FL 33161