

**CITY OF NORTH MIAMI**  
**PROFESSIONAL SERVICES AGREEMENT**

~~THIS~~ **PROFESSIONAL SERVICES AGREEMENT** ("Agreement") is entered into this 18<sup>th</sup> day of July, 2012, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 N.E. 125<sup>th</sup> Street, North Miami, FL 33161 ("City"), and **Sinal Consulting Group, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal office at 18800 NW 2<sup>nd</sup> Avenue, Suite 221, Miami, FL 33033169 ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties".

**RECITALS**

**WHEREAS**, pursuant to the Constitution of the State of Florida, and Chapter 166, Part II, Florida Statutes, the City is authorized the issuance of general obligation bonds ("Bonds") to finance the cost of public capital improvements, upon the approval of the electorate by referendum; and

**WHEREAS**, on August 14, 2012, a general election will be held in the City allowing the electorate the opportunity to vote in favor or against the issuance Bonds, with proceeds to be used for the expansion and improvement of the Museum of Contemporary Art (MOCA); and

**WHEREAS**, City administration desires to increase public awareness relating to the referendum, by hiring a firm to educate and inform the public in English, Creole and Spanish, of the importance of voting ("Services"); and

**WHEREAS**, City administration issued a Request for Quotation No. 72012 ("RFQ") seeking a firm for the provision of Services; and

**WHEREAS**, as a result of the RFQ, Consultant was selected by the City administration to furnish and deliver Services; and

**WHEREAS**, the City Manager has determined that it is in the City's best interests to enter into an agreement with Consultant for the provision of 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:

**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 a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City's Request for Quotation No. 72012, attached hereto as "Exhibit A";

2.1.2 Consultant's response to City's Request for Quotation ("Proposal"), attached hereto as "Exhibit B";

2.1.5 Any additional documents which are required to be submitted in the provision of Services.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

2.2.1 Specific written direction from the City Manager or City Manager's designee.

2.2.2 This Agreement.

2.2.3 Consultant's Proposal.

2.3 The Parties agree that Consultant was responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error found in the City's Request for Quotation prior to Consultant submitting its Proposal, or the right to clarify same shall be waived.

### **ARTICLE 3 - TERM**

3.1 The Term of this Agreement shall commence on July 19, 2012, and terminate on August 14, 2012, unless earlier terminated by either Party.

3.2 Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion within the agreed time for performance. Failure to achieve timely final completion shall be regarded as a material breach of this Agreement and shall be subject to the appropriate remedies. This Agreement shall remain in full force and effect until the completion of Services by the Consultant.

### **ARTICLE 4 - COMPENSATION**

4.1 Consultant shall be compensated a lump sum amount not to exceed Twenty Thousand Dollars (\$20,000.00), in accordance with the Proposal.

### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Consultant agrees to perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, including but not limited to full qualification and good standing to do business in Florida with personnel fully licensed, as may be required by law; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform Services shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the

Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a party to this Agreement.

#### **ARTICLE 6 - INDEPENDENT CONTRACTOR**

6.1 Consultant and its employees and agents shall be deemed to be independent contractors and not City agents or employees. 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, and agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering Services to the City under this Agreement.

#### **ARTICLE 7 - DEFAULT**

7.1 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 three (3) business days after receiving notice of default. Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

7.2 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to Consultant's ability to perform any portion of Services, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City will treat such failure as a breach of this Agreement.

#### **ARTICLE 8 - CITY'S TERMINATION RIGHTS**

8.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon three (3) days written notice to Consultant. The City shall not be liable to Consultant for any additional amounts or damages, including but not limited to, anticipated profits, or consequential or incidental damages.

#### **ARTICLE 9 - CONFLICTS OF INTEREST**

9.1 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.

9.2 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 contractors or vendors providing professional services on projects assigned to the Consultant, except as fully disclosed and

approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

**ARTICLE 10 - OWNERSHIP OF DOCUMENTS**

10.1 All documents resulting from the provision of Services under this Agreement shall be deemed the sole property of the City, and the City shall have all rights incident to sole ownership. All such documents shall be provided to the City once the Services are completed. In the event the Agreement is terminated, Consultant agrees to provide the City all documents relating to the Services within ten (10) days from the date this Agreement is terminated.

**ARTICLE 11 - NOTICE**

11.1 All notices, demands, correspondence and communications between the City and Consultant 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:

To Consultant:           Sinal Consulting Group, LLC  
                                  Attn: Maxo Sinal, Manager  
                                  18840 NW 56 Court  
                                  Miami, FL 33055

To City:                    City Manager  
                                  City of North Miami  
                                  776 N.E. 125<sup>th</sup> Street  
                                  North Miami, Florida 33161

With a copy to:         City Attorney  
                                  City of North Miami  
                                  776 N.E. 125<sup>th</sup> Street  
                                  North Miami, Florida 33161

11.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

**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, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

**ARTICLE 13 - COMPLIANCE WITH LAWS**

13.1 Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances.

#### **ARTICLE 14 - INDEMNIFICATION**

14.1 Consultant shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Consultant, its officers, directors, agents, partners, subcontractors, employees, and managers in the performance of this Agreement.

14.2 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 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.

#### **ARTICLE 15 - MISCELLANEOUS PROVISIONS**

15.1 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.

15.2 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 Services and termination or completion of the Agreement.

15.3 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 be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

15.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

15.5 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

15.6 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

15.7 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

15.8 The City reserves the right to audit the records of the Contractor covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

15.9 The 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.

15.10 The Contractor agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

15.11 All other terms and conditions set forth in the Proposal which have not been modified by this Agreement, shall remain in full force and effect.

15.12 The professional Services to be provided by Contractor pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

15.13 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

15.14 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.

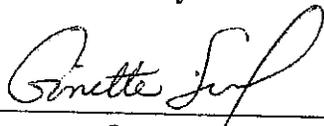
*(The remainder of this page is intentionally left blank.)*

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

ATTEST:

Sinal Consulting Group, LLC, a Florida Limited Liability Company:  
"Consultant"

Corporate Secretary:

By: 

Print Name: GINETTE SINAL

By: 

Print Name: MAXO SINAL

ATTEST:

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

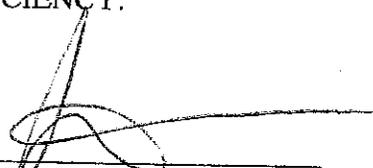
By: 

Michael A. Etienne, Esq.  
City Clerk

By:  

Stephen E. Johnson  
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: 

Regine M. Monestime  
City Attorney



## INVITATION TO QUOTE

City of North Miami  
Purchasing Department  
776 NE 125th Street  
North Miami, Florida 33161

**THIS IS NOT  
AN ORDER**

QUOTATION NO.: 72012

TITLE: **MOCA Is Ours Campaign**

EMAIL/FAX QUOTATIONS

DUE DATE: **Friday, July 13, 2012**

TIME: 12:00 Noon

CONTACT PERSON:  
**Dr. Lumane Pluviose-Claude**

PHONE:  
**(305) 895-9896**

FAX:  
**(305) 893-1367**

E-mail: **lpclaud@northmiamifl.gov**

**NOTES:**

1. All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified
2. Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award

ITEM	QUANTITY	UNIT	DESCRIPTION	TOTAL PRICE
1	Lot		Conduct a door-to-door campaign citywide in three languages to educate North Miami's registered voters on facts about the Museum of Contemporary Art (MOCA) and remind them of the upcoming elections, August 14, 2012.	
2	Lot		Conduct robo calling to North Miami's registered voters in three languages to educate on facts about the Museum of Contemporary Art (MOCA) and remind them of the upcoming elections, August 14, 2012.	
			<b>TOTAL</b>	

Method of Award: Award will be made to the lowest bidder whose proposal is in the best interest of the City.

Local preference will be applied as applicable (see below)

Addenda Received:  Yes  No If yes, please indicate the number of addenda received: \_\_\_\_\_

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a period of sixty (60) days from date quotation is due.

Authorized Signature: \_\_\_\_\_ Title: \_\_\_\_\_

Print/Type Name: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_

Fax: \_\_\_\_\_

Firm Name: \_\_\_\_\_ F.E.I. ID No.: \_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_/\_\_\_\_

Address: \_\_\_\_\_ City: \_\_\_\_\_ State: \_\_\_\_\_

- LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business that has a valid local business tax receipt, issued by the City of North Miami at least one year prior to bid or proposal submission, that is appropriate for the goods, services or construction to be purchased **AND**; a business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

**OR**

- WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City. Place a check mark here [ ] only if affirming bidder meets requirements for workforce Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.**

**OR**

- SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. **(Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.)** Place a check mark here [ ] only if affirming bidder meets requirements for Subcontractor Local Preference. **Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Subcontractor Local Preference.**

All referenced forms can be found on the City's website at  
<http://www.northmiamifl.gov/departments/purchasing/forms.asp>



**Maxo Sinal**

**Phone: 305-308-8229**

## **OBJECTIVES**

Work in conjunction with the City of North Miami to implement an educational and public awareness campaign regarding the referendum that will be on the August 14, 2012 ballot election proposing the use of General Obligation Bonds (GOB) to finance the expansion of North Miami Museum Contemporary Art (MOCA).

## **SCOPE OF SERVICES**

### **Robo Calls**

- Reach every registered voter in North Miami that either has a LAN line or a cell phone, to communicate the importance of the expansion of MOCA.
- Educate North Miami registered voters to make an informed decision in the upcoming elections (August 14, 2012).
- Outbound calls in English, Creole, and Spanish.

### **Door-to-Door**

- Educate North Miami registered voters on the importance of MOCA and its vital role in North Miami, thus enlighten their knowledge about MOCA for the upcoming elections (August 14, 2012).
- Provide prospectus voters with facts about MOCA.

### **Report**

- Generate a summary report that will document the educational campaign and its anticipated results.

## **RESPONSIBILITIES**

Sinal Consulting Group, LLC will partner with the City of North Miami, more specifically MOCA, to implement a successful grassroots educational campaign.

- **Sinal Consulting Group, LLC**
  - Recruit and hire field workers
  - Control their assignments and work schedules
  - Conduct robo calls
  - Supervise and maintain quality control
  - Provide feedback weekly
  - Provide a final report
  
- **City of North Miami**
  - Provide printed materials
  - Educate field workers
  - Maintain communication

**TIMELINE**

<b>DATES</b>	<b>DESCRIPTION</b>	<b>RESPONSIBLE</b>
<b>PLANNING</b>		
Week 1	Recruitment for field workers	Sinal Consulting Group
Week 1	1 Day seminar for field workers	City of North Miami
Week 1	T-Shirts and Material	City of North Miami
<b>DOOR TO DOOR</b>		
Week 1	Door to door Campaign (Districts 1,2,3 &4)	Field workers
Week 2	Door to door Campaign (Districts 1,2,3 &4)	Field workers
Week 3	Door to door Campaign (Districts 1,2,3 &4)	Field workers
Week 4	Door to door Campaign (Districts 1,2,3 &4)	Field workers
<b>ROBOCALLS</b>		
Week 4	Robo call targeting all North Miami registered voters	Sinal Consulting Group
Week 4	Robo call targeting Creole speakers	Sinal Consulting Group
Week 4	Robo call targeting Hispanics speakers	Sinal Consulting Group
Week 4	Report Summary	Sinal Consulting Group

**BUDGET**

Item	Details	Amount
Robo Calls	14000 @ .15	\$2,100.00
Robo Calls	1032 @ .25	\$258.00
Robo Calls	500 @ .25	\$125.00
Employee Salary	12 Employees	\$12,000.00
Management/Consultant Fees		\$5,000.00
Other Expenses		\$500.00
Total		\$19,983.00

**NOTE:** This estimate reflects the best of our knowledge; however, fees may be adjusted to actual spending.

**MOCA EXPANSION EDUCATIONAL CAMPAIGN SCHEDULE**

	Sunday	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
<b>DISTRICT I</b>	11:00 - 15:00	15:30 - 19:30	11:00 - 15:00				
<b>DISTRICT II</b>	11:00 - 15:00	15:30 - 19:30	11:00 - 15:00				
<b>DISTRICT III</b>	11:00 - 15:00	15:30 - 19:30	11:00 - 15:00				
<b>DISTRICT IV</b>	11:00 - 15:00	15:30 - 19:30	11:00 - 15:00				



**INVITATION TO QUOTE**

City of North Miami  
 Purchasing Department  
 776 NE 125th Street  
 North Miami, Florida 33161

**THIS IS NOT  
 AN ORDER**

QUOTATION NO.: 72012

TITLE: **MOCA Is Ours Campaign**

EMAIL/FAX QUOTATIONS

DUE DATE: **Friday, July 13, 2012**

TIME: 12:00 Noon

CONTACT PERSON:

**Dr. Lumane Pluiose-Claude**

PHONE:

**(305) 895-9896**

FAX:

**(305) 893-1367**

E-mail: [lpclaude@northmiamifi.gov](mailto:lpclaude@northmiamifi.gov)

**NOTES:**

1. All prices shall be F.O.B. Destination delivery point including all costs and freight unless otherwise specified.
2. Failure to complete and sign this form renders your bid/quotation non-responsive and ineligible for award

ITEM	QUANTITY	UNIT	DESCRIPTION	TOTAL PRICE
1	Lot		Conduct a door-to-door campaign citywide in three languages to educate North Miami's registered voters on facts about the Museum of Contemporary Art (MOCA) and remind them of the upcoming elections, August 14, 2012.	
2	Lot		Conduct robo calling to North Miami's registered voters in three languages to educate on facts about the Museum of Contemporary Art (MOCA) and remind them of the upcoming elections, August 14, 2012.	
<b>TOTAL</b>				

Method of Award: Award will be made to the lowest bidder whose proposal is in the best interest of the City.

Local preference will be applied as applicable (see below)

Addenda Received:  Yes  No If yes, please indicate the number of addenda received: \_\_\_\_\_

It is hereby certified and affirmed that the bidder shall accept any awards made as a result of this quotation. Bidder further agrees that prices quoted will remain fixed for a period of sixty (60) days from date quotation is due.

Authorized Signature:  Title: President

Print/Type Name: MAXO SINAC

Phone: (305) 308-8229

E-mail: MAXO.SINAL@ADL.COM

Fax: 305-627-3667

Firm Name: SINAL CONSULTING GROUP

F.E.I. ID No.: 2103199119153

Address: 18800 NW 2 Ave #221

City: MIAMI

State: FL

**LOCAL PREFERENCE CERTIFICATION:** For the purpose of this certification, a "local business" is a business that has a valid local business tax receipt, issued by the City of North Miami at least one year prior to bid or proposal submission; that is appropriate for the goods, services or construction to be purchased AND; a business that has a physical business address located within the limits of the City of North Miami from which the vendor operates or performs business. Post Office Boxes are not verifiable and shall not be used for the purpose of establishing said physical address.

**OR**

**WORKFORCE LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms with a least ten percent (10%) of its total workforce residing within the geographical boundaries of the City. Place a check mark here [ ] only if affirming bidder meets requirements for workforce Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Workforce Local Preference.

**OR**

**SUBCONTRACTOR LOCAL PREFERENCE CERTIFICATION:** The local preference may be applied to firms that subcontract at least ten percent (10%) of the contractual amount of a City project to subcontractor who are physically located within the City of North Miami. (Must complete forms A-3a Statement of Intent & A-3b Participation Schedule.) Place a check mark here [ ] only if affirming bidder meets requirements for Subcontractor Local Preference. Failure to complete this certification at this time (by checking the box above) shall render the Bidder ineligible for Subcontractor Local Preference.

All referenced forms can be found on the City's website at <http://www.northmiami.gov/departments/purchasing/forms.asp>