



PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI BEACH
AND THE HAITIAN AMERICAN RESEARCH
COMPANY

THIS AGREEMENT is made and entered into as of the _____ day of _____ 2022, by and between the CITY OF NORTH MIAMI BEACH, a political subdivision of the State of Florida, having an address at 17011 NE 19th Avenue, North Miami Beach, Florida 33162, hereinafter referred to as the "CITY", and HAITIAN AMERICAN RESEARCH COMPANY, a Florida Limited Liability Company, having an address at 550 NE 124th Street, North Miami, Florida, 33161, hereinafter referred to as the "CONSULTANT".

RECITALS

WHEREAS, the CITY desires to engage the CONSULTANT for canvassing services relating to CITY programs and activities as specified herein, in accordance with the terms and conditions of this Agreement; and provide services tailored to the CITY as delineated in the Scope of Services attached hereto as Exhibit "A"; and

WHEREAS, the City having investigated the qualifications of the CONSULTANT to perform the services herein contemplated and found those qualifications satisfactory; and

WHEREAS, the CONSULTANT having examined the scope of the services required hereunder and having expressed desire and willingness to provide such services and having presented qualifications to the City in support of those expressed requirements; and

NOW, THEREFORE, in consideration of the mutual covenants, terms, and provisions contained herein, the parties do hereby agree as follows:

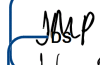
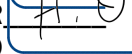
Additional Terms and Conditions

SECTION 1. TERM.

1.1 This contract shall commence upon the effective date of the duly executed Agreement and shall remain in effect until September 30th, 2022, the completion of the current Fiscal Year.

1.2 The CITY has the right to terminate this Agreement for convenience and for any reason or no reason, in whole or in part, upon fifteen (15) days written notice to the CONSULTANT. Upon termination of this Agreement, and final payment of any undisputed outstanding amounts due for the work rendered prior to and through the date of the notice of termination, copies of all records, studies, plans, and other documents related to the work performed under this Agreement, whether finished or not, shall be turned over to the CITY within ten (10) days.

1.3 If a Party fails to fulfill in a timely manner, or otherwise violates or defaults upon, any of the

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covenants, agreements, or stipulations material to this Agreement, the non-defaulting Party, shall thereupon have the right to terminate this Agreement for cause. Prior to exercising its option to terminate for cause, the non-defaulting Party shall notify the defaulting Party of its violation of the particular term(s) of this Agreement and shall grant the defaulting Party ten (10) business days to cure such default. If such default remains uncured after ten (10) business days, the non-defaulting Party may terminate this Agreement without further notice to defaulting Party. Upon termination, the non-defaulting Party shall be fully discharged from any and all liabilities, duties, and terms arising out of, or by virtue of, the Agreement.

SECTION 2. PAYMENT.

2.1 Payment shall become due and payable to CONSULTANT upon submission of the receipt of invoice in an amount not to exceed 10,000.00. Notwithstanding the foregoing, the City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (2010), as amended.

SECTION 3. NOTICE.



3.1 Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, CONSULTANT and the CITY designate the following as the respective places for giving such notice:

CITY: Procurement Management Division
City of North Miami Beach, 3rd Floor
17011 NE 19th Avenue, Suite 315 North
Miami Beach, Florida 33162
Telephone No. (305) 948-2946
Email: bids@citynmb.com

City Manager's Office
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2900

Office of the City Attorney
City of North Miami Beach
17011 NE 19th Avenue, 4th Floor
North Miami Beach, Florida 33162
Telephone No. (305) 948-2939

CONSULTANT: Haitian American Research Company
Attn: Marvelina Michel

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550 NE 124th Street
North Miami, FL 33162
Telephone No. (305) 877-6772

SECTION 4. MODIFICATION.

4.1 The covenants, terms, and provisions of this Agreement may be modified only by way of a written instrument, mutually accepted by the parties hereto in writing. In the event of a conflict between the covenants, terms, and/or provisions of this Agreement and any written Amendment(s) hereto, the provisions of the latest executed instrument shall take precedence.

SECTION 5. INDEPENDENT CONTRACTOR.

5.1 The CONSULTANT is an Independent Contractor under this Agreement. Personnel provided by the CONSULTANT shall be employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, worker's compensation insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to the Work rendered under this Agreement shall be those of the CONSULTANT. The CONSULTANT shall be solely responsible for any injuries suffered by the CONSULTANT's employees. It is clear that CITY will not provide workers' compensation insurance for the CONSULTANT or its employees.

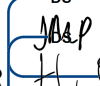
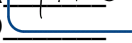
Nothing contained in the Agreement shall be construed so as to create a partnership or joint venture and neither party hereto shall be liable for the debts or obligations of the others. No employee or agent of the CONSULTANT shall be deemed to be an employee or agent of the CITY. The CONSULTANT shall be responsible for compliance with all applicable, local, state and federal laws and regulations in the performance of any services to the CITY. Should any question arise as to the interpretation or as to the nature of the services to be provided by the CONSULTANT, the opinion of the CITY shall establish, for all purposes, the nature of the work. The CONSULTANT shall have no power to obligate CITY.

SECTION 6. INDEMNIFICATION.

6.1 For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, CONSULTANT agrees to indemnify, defend and hold harmless, the CITY, its officers, agents, and employees from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the negligent acts, errors, omissions or other wrongful conduct of CONSULTANT, agents or other personnel entity acting under CONSULTANT's control in connection with CONSULTANT's performance of services under this Agreement and to that extent CONSULTANT shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the CITY in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by CONSULTANT shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of CONSULTANT or any agent or employee of CONSULTANT regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

SECTION 7. GOVERNING LAW.

7.1 This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute

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Vendor Signature
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arising out of the terms of this Agreement shall be brought in Miami-Dade County.

SECTION 8. RECORDS.

8.1 CONSULTANT agrees that all records, books, documents, papers and financial information ("Records") that result from providing services to the CITY under this agreement shall be the property of the CITY. Upon termination or cancellation of this agreement, any and all such Records shall be delivered to the CITY within ten (10) days. The CITY shall maintain records, books, documents, papers and financial information pertaining to work performed under this agreement during the term of this agreement and for a period of three (3) years following termination of this agreement. The City Manager or his/her designee shall have access to and the right to examine and audit any Records involving the CONSULTANT's services related to this agreement. The restrictions and obligations of this section of the Agreement shall survive any expiration, termination, or cancellation of this Agreement and shall continue to bind the CONSULTANT, his heirs, successors and assigns.


SECTION 9. ASSIGNMENT AND SUBCONTRACTING

9.1 This Agreement and the rights of the CONSULTANT and obligations hereunder may not be assigned, delegated or subcontracted by the CONSULTANT without the express prior written consent of the City. Any assignment, delegation or subcontract without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the City may immediately terminate the Agreement in accordance with the provisions of paragraph (Termination by Default). The City may assign its rights, together with its obligations hereunder.

SECTION 10. CONSULTANT'S COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAW

10.1 Pursuant to Section 119.0701 of the Florida Statutes, Consultant agrees to:

- A. Keep and maintain public records in Consultant's possession or control in connection with Consultant's performance under this agreement. Consultant shall ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement, and following completion of the Agreement until the records are transferred to the City.
- B. Upon request from the City's custodian of public records, Consultant shall provide the City with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided by Chapter 119, Florida Statutes, or as otherwise provided by law.
- C. Unless otherwise provided by law, any and all records, including but not limited to reports, surveys, and other data and documents provided or created in connection with this Agreement are and shall remain the property of the City. Notwithstanding, it is understood that at all times Consultant's workpapers shall remain the sole property of Consultant, and are not subject to the terms of this Agreement.
- D. Upon completion of this Agreement or in the event of termination by either party, any and all public records relating to the Agreement in the possession of Consultant shall be delivered by Consultant to the City Manager, at no cost to the City, within seven (7) days. All such

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records stored electronically by Consultant shall be delivered to the City in a format that is compatible with the City's information technology systems. Once the public records have been delivered upon completion or termination of this Agreement, Consultant shall destroy any and all duplicate records that are exempt or confidential and exempt from public records disclosure requirements. Notwithstanding the terms of this Section, the Parties agree and it is understood that Consultant will maintain a copy of any information, confidential or otherwise, necessary to support its work product generated as a result of its engagement for services, solely for reference and archival purposes in accordance with all applicable professional standards, which will remain subject to the obligations of confidentiality herein.

- E. Any compensation due to Consultant shall be withheld until all records are received as provided herein.
- F. Consultant's failure or refusal to comply with the provisions of this section shall result in the immediate termination of this Agreement by the City.

CONSULTANT SHALL COMPLY WITH THE REQUIREMENTS OF FLORIDA STATUTES 119.071 TO THE EXTENT APPLICABLE TO CONSULTANT. IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (TELEPHONE NUMBER: (305) 787-6001, E-MAIL ADDRESS: CITYCLERK@CITYNMB.COM, AND MAILING ADDRESS: CITY CLERK, NMB CITY HALL, 17011 N.E. 19 AVENUE, NORTH MIAMI BEACH, FLORIDA 33162-3100).

SECTION 11. PROMPT PAYMENT ACT.

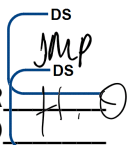
11.1 The City as a municipal corporation is subject to the *Local Government Prompt Payment Act*, Chapter 218, Part VII, Fla. Stat. (as amended).

SECTION 12. CONFLICT OF INTEREST/CODE OF ETHICS.

12.1 The CONSULTANT represents that it has provided a list of all current clients subject to the jurisdiction of the City. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the City. The CONSULTANT agrees that it will not enter into any agreements during the term of this Agreement to provide services for any person or corporation who applies for a permit or other development approval from the City. Upon request of the CONSULTANT, and full disclosure of the nature and extent of the proposed representation, the City Manager or his designee shall have the authority to authorize such representation during the term of this Agreement.

12.2 The CONSULTANT agrees to adhere to and be governed by all applicable provisions of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance Section 2-11.1, as amended; and by the City of North Miami Beach Charter and Code as amended; both of which are incorporated by reference as if fully set forth herein, in connection with the Agreement conditions hereunder. The CONSULTANT

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covenants that it presently has no interest and shall not acquire any interest, direct or indirectly that should conflict in any manner or degree with the performance of the services.

12.3 Standards and Proper Decorum: The City promotes and expects a *high standard* of ethics and professional conduct in all City employees. The CONSULTANT shall be held to the same standards and shall be held accountable to any conduct or demeanor contrary to the policy while representing the City.

SECTION 13. SOVEREIGN IMMUNITY.

13.1 The CITY is a political subdivision of the State of Florida, self-insured and subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the CITY's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

SECTION 14. ORDER OF PRECEDENCE.

14.1 IN THE EVENT THERE IS A CONFLICT BETWEEN THIS AGREEMENT, CONSULTANTS' RESPONSE, OR SCOPE OF WORK, THE ORDER OF PRECEDENCE SHALL BE THIS AGREEMENT, AND THE CONSULTANTS' RESPONSE. THE CITY EXPRESSLY REJECTS ANY ADDITIONAL TERMS OR CONDITIONS NOT CONSISTENT WITH THE TERMS HEREIN.

SECTION 15. INSURANCE.

15.1 Upon request from the City, CONSULTANT shall carry professional liability insurance or other form of insurance, which shall provide coverage of not less than One Million Dollars (\$1,000,000.00), naming the City as additionally insured.

SECTION 16. NON-EXCLUSIVITY.

16.1 This Agreement is non-exclusive. The City retains the right to engage the services of additional third-party Consultants or assign responsibilities to an employee of the City to perform the same or similar services provided by Consultant under this Agreement and to assign work to such parties in its sole discretion.

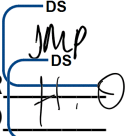
SECTION 17. ANTI-DISCRIMINATION.

17.1 Consultant certifies that it does not discriminate in its membership or policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap. Consultant further agrees that neither Consultant, nor any parent company, subsidiaries or affiliates of Consultant are currently engaged in, nor will engage in during the term of this Agreement, the boycott of a person or business based in or doing business with a member of the World Trade Organization or any country with which the United States has free trade.

SECTION 18. SCRUTINIZED COMPANIES.

18.1 Consultant certifies that it and its subcontractors are not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant or its subcontractors are found to have submitted a false certification;

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or if the Consultant, or its subcontractors are placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the term of the Agreement.

18.2 If this Agreement is for more than one million dollars, the Consultant certifies that it and its subcontractors are also not on the Scrutinized Companies with Activities in Sudan, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria as identified in Section 287.135, F.S. Pursuant to Section 287.135, F.S., the City may immediately terminate this Agreement at its sole option if the Consultant, its affiliates, or its subcontractors are found to have submitted a false certification; or if the Consultant, its affiliates, or its subcontractors are placed on the Scrutinized Companies with Activities in Sudan List, or Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or engaged with business operations in Cuba or Syria during the term of the Agreement.

18.3 The Consultant agrees to observe the above requirements for applicable subcontracts entered into for the performance of work under this Agreement. As provided in Subsection 287.135(8), F.S., if federal law ceases to authorize the above-stated contracting prohibitions then they shall become inoperative.

SECTION 19. NO CONTINGENCY FEES.

19.1 The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this Agreement, and that it has not paid or agreed to pay any person(s), company, corporation, individual or firm, other than a bona fide employee working solely for the Consultant any fee, commission, percentage, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement.

SECTION 20. E-VERIFY

20.1 Pursuant to Section 448.095(2), Florida Statutes, the CONSULTANT must:

A. Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

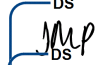

B. Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes;

C. Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the CITY upon request;

D. Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

E. Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and,

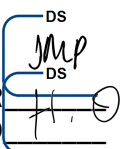
F. Be aware that if the CITY terminates this Agreement under Section 448.095(2)(c), Florida Statutes, CONSULTANT may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the City as a result of

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the termination of the Agreement.

(Signature page follows)

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A blue DocuSign signature and logo. The signature is written in blue ink and appears to be "JMP". The logo consists of a blue square with "DS" in the top right corner and "DS" in the bottom right corner. The signature is written over the "DS" in the bottom right corner of the square.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement on the day last signed below.

HAITIAN AMERICAN RESEARCH COMPANY

By: DocuSigned by:
Jean M. Pierre
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(Signature)

Name: Jean M. Pierre
(Print)

Title: Manager

Date: 8/11/2022

CITY OF NORTH MIAMI BEACH

By: DocuSigned by:
A. Sorey
7C6554BD55C1455...
Arthur H. Sorey, III, City Manager

Date: 8/22/2022

Attest: DocuSigned by:
Andrise Bernard
82061F5082C142E... 8/22/2022
Andrise Bernard, City Clerk

Approved as to form and legal sufficiency:

DocuSigned by:
J. Ott
6AED85D504E748A... 8/12/2022
City Attorney

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