**Agreement Between Miami-Dade County and Island TV LLC**

 THIS AGREEMENT for the provision of television programming services for the Office of the Chairman of the Board of County Commissioners of Miami-Dade County, Florida, is made and entered into as of this \_\_\_\_\_\_ day of \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ by and between **Island TV LLC**, a corporation organized and existing under the laws of the State of Florida, having its principal office at 3000 N.W. 151st Street, Miami, Florida 33181 (the "Station" or “Contractor”), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the “Parties”).

 **WITNESSETH:**

 **WHEREAS**, the County and the Station have agreed to establish this Agreement for television programming and production services for the Office of the Chairman of the Board of County Commissioners of Miami-Dade County, Florida from the Station to the County, on a non-exclusive basis, that shall conform to the Scope of Services set forth below, and the requirements of this Agreement; and

 **WHEREAS**, the Station desires to provide to the County television programming and production services for the Office of the Chairman of the Board of County Commissioners of Miami-Dade County (the “Office of the Chair”), in accordance with the terms and conditions of this Agreement;

 **NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

 **Article 1. SCOPE OF SERVICES**

The Station shall produce television programming for the Office of Chairman Oliver G. Gilbert, III in his official capacity as the Chairman of the Board of County Commissioners of Miami-Dade County, Florida. The television programming required under this Agreement shall solely relate to official County business and will be for a public purpose.

 The Station shall produce a recurring 45-minute television program titled “In the 305 with Chairman Gilbert” (the “Show”). The Station shall produce eight (8) episodes “In the 305 with Chairman Gilbert” which shall be aired during the term of this Agreement. The Station shall be responsible for all aspects of the production of all episodes of “In the 305 with Chairman Gilbert” including scripting, writing, content, and hosting. Notwithstanding and prevailing over anything else in this Agreement, however, the Office of the Chair shall have the absolute right to reject, approve and direct the production, scripting, writing and content of “In the 305 with Chairman Gilbert.” The Station shall not air any episode of “In the 305 with Chairman Gilbert” without the prior written approval from the Office of the Chair.

 The Station and the County, through the Office of the Chair, shall share in the credit of the Show. Except as set forth below, the County grants the Station the exclusive rights to distribute, broadcast and promote “In the 305 with Chairman Gilbert” on all the Station’s platforms, including but not limited to cable television and digital platforms prior to the Show airing on any other platforms. The Station grants the County access to all of Station’s media platforms. Notwithstanding and prevailing over anything else in this Agreement, the County reserves the right to air and re-broadcast the Show on all County media platforms, including but not limited to all media platforms operated by the Office of the Chair.

 **ARTICLE 2. TERM**

This Agreement shall be effective on the date that all Parties have executed this Agreement and remains in effect until September 30, 2024.

 **ARTICLE 3. COMPENSATION, INVOICING & PAYMENTS**

The Parties have agreed that the total compensation due from the County to the Station for the services provided for in this Agreement shall in no event exceed $35,000.00. The Station warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Station deemed necessary to determine the price the Station will charge to provide the services to be performed under this Agreement. The County shall have no obligation to pay the Station any additional sum more than this amount, except for a change and/or modification to the Agreement, which is approved and executed in writing by the County and the Station. Any services undertaken by the Station before County’s approval of this Agreement shall be at the Station’s risk and expense.

The Station may bill the County periodically, but not more than once per month, upon invoices certified by the Station. All invoices shall be taken from the books of account kept by the Station and shall be supported by copies of documents reasonably required by the County, shall show the County’s contract title or number, and shall have a unique invoice number assigned by the Station. It is the policy of Miami-Dade County that payment for all purchases by County agencies shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Station to the County as follows:

* Electronic submission (preferred) to invsubp@miamidade.gov; or

* Hard copy format mailed to:

 Miami-Dade County, Finance Department

 111 NW 1st Street

 Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

 Bill to:

 Office of Chairman Oliver G. Gilbert, III

 Miami-Dade County, District 1

 17988 NW 27th Avenue

 Miami Gardens, FL 33056

 Attention: Yama Paillere, Deputy Chief of Staff (email: yama.paillere@miamidade.gov)

 The County may at any time designate a different address and/or contact person by giving written notice to the other party.

**ARTICLE 4.** **Notice**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) personally by a by courier service; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via e-mail (if provided below) with delivery of hard copy. The addresses for such notice are as follows:

 **(1) To the County**

 Office of Chairman Oliver G. Gilbert, III

 Miami-Dade County, District 1

 17988 NW 27th Avenue

 Miami Gardens, FL 33056

 Attention: Yama Paillere, Deputy Chief of Staff (email: yama.paillere@miamidade.gov)

 **(2) To the Station**

Tamara Rodriguez

trodriguez@islandtv.tv

(954) 253-1513

[www.islandtv.tv](http://www.islandtv.tv)

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 5.** **TERMINATION**

This Agreement may be terminated for cause by the County or the Station for any material breach of this Agreement including but not limited to the Station’s failure to provide the services to the County required under this Agreement or for the County’s failure to pay the Station as required under this Agreement for the services the Station has properly rendered to the County.

If the Station attempts to meet its obligations with the County through fraud, misrepresentation, or material misstatement, the Station may be debarred from County contracting in accordance with the County debarment procedures. The Station may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

This Agreement may also be terminated for convenience (without cause) by the County. Such termination for convenience shall be effective 90 days from the date the County provided the Station with written notice of the termination for convenience.

In the event that the Station terminates the Agreement for cause due to the County’s material breach of the Agreement, the Station’s damages and the County’s liability to the Station shall in no event exceed and shall be limited to the compensation due to the Station from the County. For the avoidance of doubt, in no event shall the County’s liability to the Station for any breach of this Agreement or actions arising under this Agreement exceed $35,000.00.

**article 6.** indemnification & insurance

 The Station shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Station or its employees, agents, servants, partners principals or subcontractors. The Station shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Station expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Station shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

 Upon County’s notification, the Station shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.

2. Commercial General Liability Insurance in an amount not less than $300,000.00 per occurrence, and $600,000.00 in the aggregate. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

1. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than $300,000.00 combined single limit per occurrence for bodily injury and property damage.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

 **Miami-Dade County**

 **111 NW 1st Street**

 **Suite 2340**

 **Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Station of this liability and obligation under this section or under any other section in this Agreement.

Award of this Agreement is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Station shall have an additional five business days to submit a corrected certificate to the County. If the Station fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Station shall be in default of the contractual terms and conditions and award of the Agreement may be rescinded, unless such timeframe for submission has been extended by the County.

The Station shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Agreement, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Agreement, the Station shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the term period, the County may suspend the Agreement until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement for cause and the Station shall be responsible for all direct and indirect costs associated with such termination.

## ARTICLE 7. VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor’s Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor’s “County Vendor Number.” To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual’s Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

* **Identification of individual account records**
* **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
* **Tax reporting purposes**
* **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

 The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in INFORMS at <https://supplier.miamidade.gov>

b) Conflict of Interest and Code of Ethics

Section 2-11.1(d) of the Code requires that any County employee or any member of the employee’s immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County’s Ethics Commission prior to their or their immediate family member’s entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee’s immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. All autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Code relating to Conflict of Interest and Code of Ethics. In accordance with Section 2-11.1(y) of the Code, the Miami-Dade County Commission on Ethics and Public Trust shall be empowered to review, interpret, render advisory opinions and letters of instruction, and enforce the Conflict of Interest and Code of Ethics Ordinance.

## ARTICLE 8. INSPECTOR GENERAL REVIEWS

***Independent Private Sector Inspector General Reviews***

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

***Miami-Dade County Inspector General Review***

According to Section 2-1076 of the Code of Miami-Dade County, Florida Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the County from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

Exception: The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under $1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Agreement. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

**ARTICLE 9.** **NONDISCRIMINATION**

During the performance of this Agreement, Contractor agrees to not discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination.  Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

**ARTICLE 10.** **COUNTY USER ACCESS PROGRAM (UAP)**

Pursuant to Section 2-8.10 of the Code of Miami-Dade, Florida this Agreement is subject to a user access fee under the County User Access Program (“UAP”) in the amount of two percent (2%). All sales resulting from this Agreement, or any contract resulting from the solicitation referenced on the first page of this Agreement, and the utilization of the County Agreement price and the terms and conditions identified herein, are subject to the two percent (2%) UAP. This fee applies to all Agreement usage whether by County Departments or by any other governmental, quasi-governmental or not-for-profit entity.

 The Contractor providing goods or services under this Agreement shall invoice the Agreement price and shall accept as payment thereof the Agreement price less the 2% UAP as full and complete payment for the goods and/or services specified on the invoice. The County shall retain the 2% UAP for use by the County to help defray the cost of the procurement program. Contractor participation in this invoice reduction portion of the UAP is mandatory. If the Station fails to comply with this Article, such default may be a material breach of this Agreement and subject the Station to termination for cause pursuant to Article 5 of this Agreement.

## ARTICLE 11. PUBLIC RECORDS

 The Contractor shall comply with the Public Records Laws, including by not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Agreement and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida’s Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.**

## ARTICLE 12. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code of Miami-Dade County, Florida for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida (“CSSF”), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Agreement until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of $1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

## ARTICLE 13. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Agreement, the Contractor and its subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled “Employment Eligibility.” The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all subcontractors to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the subcontractor; (c) it has an affidavit from all subcontractors to this Agreement attesting that the subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Agreement. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the subcontractor upon receipt of notice from the County of such violation by subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or subcontractor no later than twenty (20) calendar days after the date of contract termination.

 **ARTICLE 14. GOVERNING LAW**

This Agreement and all matters relating to this Agreement (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

 **ARTICLE 15. ENTIRE AGREEMENT**

This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

|  |  |  |
| --- | --- | --- |
| Island TV LLC |  | Miami-Dade County |
| By: |  |  | By: |  |
| Name: |  |  | Name: | forDaniella Levine Cava  |
| Title: |  |  | Title: | Mayor |
| Date: |  |  | Date: |  |
| Attest: |  |  | Attest: |  |
|  Corporate Secretary/Notary Public |  |  Juan Fernandez-Barquin Clerk of the Court and Comptroller |
|  |  |  |  |  |
| Corporate Seal/Notary Seal |  | Approved as to formand legal sufficiency |
|  |  |  |
|  |  |  |
|  |  | Assistant County Attorney |