**AGREEMENT BETWEEN THE CITY OF**
**NORTH MIAMI AND BATO PRODUCTIONS, INC.**

**THIS AGREEMENT** is made and entered into this 1st day of May, 2013, by and between the **City of North Miami**, ("CITY"), a Florida municipal corporation, having its principal office at 776 NE 125th Street, North Miami, FL 33161, and **BATO PRODUCTIONS, INC.**, a Florida corporation, ("BATO"), having its principal office at 14879 NE 20th Avenue, North Miami, FL 33181. The CITY and BATO shall collectively be referred to as the "Parties."

**RECITALS**

**WHEREAS**, BATO desires to provide a forum for the City of North Miami Police Department for which to provide critical information to the residents of the North Miami on polices services, crime prevention education, safety issues, and drug abuse education, etc.;

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

**1. TERM**

The term of this AGREEMENT shall be effective for six (6) months from the date of execution of this AGREEMENT, to be renewed by agreement of the Parties, unless terminated with or without cause, by either Party.

**2. SCOPE OF SERVICES**

The parties agree to the following scope of services. BATO will:

(1) Produce a bi-monthly series of fifteen minute broadcast quality television shows in a studio format one day before broadcast date;
(2) Broadcast produced segments on "Island TV" two times per month;
(3) Provide assistance and creation for the overall theme of the production;
(4) Provide lighting design, photography, sound, video equipment, editing and talent direction; and
(5) BATO will not be responsible for set design, props or travel costs.

**3. COMPENSATION**

The CITY will pay BATO $300.00 for each pre-taped package segment or $600.00 per month on a monthly basis. Live production costs are an additional $200.00 per show.

**4. TERMINATION**

Either party may terminate this AGREEMENT at any time upon fifteen (15) days written notice to the other party with or without cause.

## 5. COMPLIANCE

BATO shall comply with the ordinances of the City of North Miami and all additional laws, regulations and rules of the Federal, State, County and local governments, which may be applicable to BATO under this AGREEMENT.

## 6. SEVERABILITY

The invalidity of any portion, article, paragraph, provision or clause of this AGREEMENT shall have no effect upon the validity of any other portion.

## 7. VENUE

The venue for any action arising from this AGREEMENT shall be Miami-Dade County, Florida, and the laws of the State of Florida shall apply.

## 8. INDEMNIFICATION

BATO agrees to defend, indemnify, and hold the CITY, their officers, agents, employees and assigns harmless from any claim, demand, suit, loss, cost, expense or damage which may be asserted, claimed, or recovered against or from the CITY, their officers, agents, employees and assigns by reason of any damage to property, or bodily injury, including death, sustained by any person and which claim, demand, suit, loss, cost, expense or damage arises out of or is incident to or in any way connected with BATO'S activities pursuant to this AGREEMENT, the exercise of privileges, BATO'S acts or omissions, or BATO'S operations and regardless of whether such claim, demand, suit, loss, damage, cost or expense is caused in whole or in part by CITY's negligence

## 9. ASSIGNABILITY

No activity, function or part of this AGREEMENT shall not be subcontracted, transferred, conveyed, or assigned in whole or in part to any other person, firm or corporation.

## 10. MODIFICATION

This AGREEMENT constitutes the entire agreement and shall be modified or amended only by written agreement of the parties.

## 11. OWNERSHIP

BATO acknowledges and agrees that all work product, intellectual property, logos, production material and promotional materials shall be exclusively and solely owned by the CITY.

## 12. CONSTRUCTION

The preparation of this AGREEMENT has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

## 13. ATTORNEY'S FEES

Should any dispute arise hereunder, the prevailing party shall be entitled to recover against the non-prevailing party all costs, expenses and attorney's fees incurred by the prevailing party in such dispute, whether or not suit be brought, and such right shall include all of such costs, expenses and attorney's fees through all appeals or other actions.

**14. NOTICES:** Notices to BATO regarding this AGREEMENT shall be sent to:

For BATO: Jean R. Philippeaux
14879 NE 20th Avenue
North Miami, FL 33181

For the CITY: City of North Miami
Attn: City Manager
776 N.E.125th Street
North Miami, FL 33161

With copy to: CITY of North Miami
Attn: CITY Attorney
776 N.E.125th Street
North Miami, FL 33161

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

ATTEST:

By: Sandra Monsseau

Print Name: Sandra Monsseau

Date: 4/10/2013

**BATO PRODUCTIONS, INC.,**

By: [signature]

Print Name: Jean PHILIPPEAUX

Date: 4/10/2013

ATTEST:

By: _____
Michael A. Etienne
City Clerk

CITY of North Miami, a Florida municipal corporation: "**CITY**"

By: _____
Stephen E. Johnson
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

_____
Regine M. Monestime
City Attorney