

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on Tega Bazi/e 1/9/30/2024, 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 **MIZIK Depot, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business address at 13170 N.W. 7 Avenue, North Miami, FL 33168 ("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 radio show program to broadcast important public interest information including the promotion of City events, services and programs, for the benefit of the local community; and

WHEREAS, the Program is scheduled to air live segments throughout the Term period; 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 City of North Miami Advertisement Guidelines adopted by Mayor and City Council, attached hereto as "Exhibit B";

2.1.3 Any additional documents which are required to be submitted in the provision of Program 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:

To Consultant: MIZIK Depot, LLC
Attn: Jean Bazile
20506 NW 8 Ct
Miami Gardens, FL 33169
Phone: (305) 681-7150
Email: Bazile50@msn.com

To City: City of North Miami
Attention: City Manager
776 N.E. 125th Street
North Miami, Florida 33161

Additional copy to: City of North Miami
Attention: City Attorney
776 N.E. 125th Street
North Miami, Florida 33161

10.2 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.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

ARTICLE 11 - INDEMNIFICATION

11.1 Execution of the Agreement by Consultant is a representation that Consultant has visited the worksite and is familiar with the local conditions under which the Program are to be performed, and relieves the City from any liability in regard to any matter not immediately brought to the attention of the City.

11.2 The 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 the Program under this Agreement.

11.3 The Consultant shall be fully responsible to City for all acts and omissions of the Consultant, its employees, subcontractors, suppliers, or other persons directly or indirectly employed by its subcontractors or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Consultant. Nothing in the Contract Documents shall create any contractual relationship between City and any such subcontractor, supplier or other person or 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 (2016). 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 (2016), 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 (2016), 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 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.

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

ATTEST:

Corporate Secretary or Witness:

By: _____

Print Name: _____

Date: _____

MIZIK Depot, LLC., a Florida limited liability company,

"Consultant":

By:  _____

Print Name: Jean B. Bazile

Date: 05/24/24

ATTEST:

By:  _____

Vanessa Joseph, Esq.
City Clerk

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

By:  _____

Anna-Bo Emmanuel, Esq.
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By:  _____

For Jeff P. H. Cazeau, Esq.
City Attorney



CITY OF NORTH MIAMI ADVERTISEMENT GUIDELINES

To ensure that all members of our community are shown respect, all professional services agreements for advertising services conducted on behalf of the City of North Miami ("City") shall abide by these minimum professionalism standards and guidelines, including but not limited to:

- Thirty (30) minutes prior to, and following, any City-funded advertisement, contractor shall air objective and neutral content;
- Refrain from any and all references or inferences which may appear to be sponsored by or supported by the City, unless explicitly agreed upon in writing;
- Refrain from any and all derogatory, offensive, unwelcomed comments, verbal or nonverbal references or inferences based on race, gender, national origin, religion, age, disability, political affiliation, marital status, sexual orientation, or any other legally protected status;
- Refrain from any and all comments regarding the City, it's official, or its residents, deemed offensive by nature of its impact on City officials, residents, or the general public;
- Refrain from any and all comments that may be seen as insulting, disruptive, harmful, obscene, hateful or offensive by other persons;
- Refrain from any and all comments that are false, misleading, deceptive, or coercive in nature.

I acknowledge that I have fully read, and that I understand, the above-stated guidelines and agree to each and every guideline listed. I understand that failure to abide by these guidelines, and subsequent guidelines as may be amended from time to time, will result in termination of the professional service agreement and any other remedy deemed just and proper by the City.

Jean B. Bazile

PRINT NAME

[Signature]

SIGNATURE

05/24/24

DATE

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)