

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

9/30/2024

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into on JEAN ALISMA, 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 **RADIO TOUT MOUN'N JWEN LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business address at 1474 N.E. 178 Street, North Miami Beach, FL 33162 ("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:

5.5 Program shall be completed by the Consultant to the satisfaction of the City. The City shall make decisions on all claims regarding interpretation of this Agreement and on all other matters relating to the execution, progress and quality of the Program.

ARTICLE 6 - INDEPENDENT CONSULTANT

6.1 Consultant has been procured and is being engaged by the City as an independent contractor, and not as an agent or employee of the City. 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. Therefore, Consultant agrees to provide all required insurance and workers' compensation insurance for any employee or agent of Consultant rendering Program services to the City under this Agreement.

ARTICLE 7 - CONFLICT OF INTEREST

7.1 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.

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

ARTICLE 8 - DEFAULT

8.1 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 ten (10) business days after receiving a certified letter of Default. Consultant understands and agrees that termination of this Agreement under this Article shall not release Consultant from any obligations accruing prior to the effective date of termination.

ARTICLE 9 - CITY'S TERMINATION RIGHTS

9.1 The City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, upon thirty (30) days written notice to Consultant. In such event, the City shall pay Consultant compensation for the Program rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

ARTICLE 10 - NOTICES

10.1 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:

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: _____

RADIO TOUT MOUN'N JWEN LLC, a
Florida for-profit corporation,

"Consultant":

By: JEAN ALISMA

Print Name: JEAN ALISMA

Date: 05/26/2024

ATTEST:

By: 

Vanessa Joseph, Esq.
City Clerk

By: 

Anna-Bo Emmanuel, Esq.
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: 

Jeff R. H. Cazeau, Esq.
City Attorney

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)



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 ALISMON
PRINT NAME

JEAN ALISMON
SIGNATURE

05/26/2024
DATE