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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 1 day of April, 2018, 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 **Zafe Pa Nou, Inc.,** a for-profit corporation organized and existing under the laws of the State of Florida, having its principal business address at 20740 NW Miami Place, Miami, FL 33169 ("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, in accordance with the attached "Exhibit A" ("Program"); and

WHEREAS, the Program is scheduled to air live segments throughout the Term period, in accordance with the attached "Exhibit B"; 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 Consultant's Proposal, 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:

2.2.1 Specific written direction from the City Manager or City Manager's designee.
2.2.2 This Agreement.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of this Agreement shall be the period of one (1) year commencing on April 1, 2018 through March 31, 2019 ("Term").

3.2 Consultant agrees that the performance of Program shall be pursued on schedule, diligently, uninterrupted and at a rate of progress which will ensure full completion of Program within the agreed Term.

ARTICLE 4 – COMPENSATION

4.1 The cost of Program Services is set forth on **Exhibit "B"**. Consultant will submit billing invoices to City for payment on a monthly basis within every fifteen (15) days. Invoices will be mailed to City, attention: Public Information Officer. All payments for invoices are due on a monthly basis on or before the fifteenth (15th) day of the month immediately following the month during which the applicable Program Services were rendered.

ARTICLE 5 - SCOPE OF PROGRAM SERVICES

5.1 Consultant shall provide all the required labor, supervision, transportation, materials, equipment, supplies, supervision, tools and services necessary for the completion of Program, under the terms, conditions and specifications contained in the Contract Documents. Consultant shall perform the Program in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.2 The Program shall consist of live segments throughout the Term period, ***on an as-needed basis***; and

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses, insurance and expertise required for the provision of Program services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform Program services shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Program will be performed in the manner and at such times and locations as described by the City for the budgeted amount; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a party to this Agreement.

5.4 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subcontractors for any of the Program services related to this Agreement shall be borne solely by Consultant.

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:

To Consultant:	Zafe Pa Nou, Inc. Attn: ADA, Inc. 830 NW 133 Street Miami, FL 33168 Phone: (786) 549-0260 Email: jormassaca@yahoo.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.

14.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

14.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

14.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Program services and for a period of three years after final payment is made under this Agreement.

14.7 The Consultant agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.

14.8 Program shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

14.9 The City is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

14.10 The Program to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform the same or similar Program services.

14.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

14.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

14.13 All other terms, conditions and requirements contained in Exhibits A and B, which have not been modified by this Agreement, shall remain in full force and effect.

14.14 In the event of any dispute arising under or related to this Agreement, the prevailing Party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

14.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

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: Cassandra Timothe

Date: 2/14/18

Zafe Pa Nou, Inc., a Florida for-profit corporation,

"**Consultant**":

By: _____

Print Name: Smith Cassany

Date: 2/16/18

ATTEST:

By: _____
Michael A. Etienne, Esq.
City Clerk

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

By: _____
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: _____
Jeff P. 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 segment each month.
- 5 minutes prior and after each live or taped interview segment, must not contain any political advertising nor discussion regarding City affairs.
- Interview recordings, if available, 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.

The radio host agrees to bill the City as requested by the Public Information Office. Fees will be paid after services are rendered (i.e. bill for the month of December will be paid in January after the shows are completed.) **All shows must be scheduled by staff from the Public Information Office in order to be considered part of the agreement.**

The following information must be included on each invoice:

- An invoice number (invoice numbers must be different each month)
- Invoice date
- Registered vendor number with the City
- Vendor name and contact information (must match the information that is registered with the City of North Miami)
- Date and time show/interview aired
- Cost per show or cost per month (as indicated on proposal/rate sheet)

EXHIBIT B

RADIO RATE SHEET

City of North Miami
Public Information Office
776 NE 125 Street
North Miami, FL 33161

I am Smith Cassamajor; I am a Producer / Writer of CassaPicture Production.

This is a proposal to host **Zafe Pa Nou Radio Show**, where the city will talk for 10 minutes once a month. We will perform this radio show with the condition that we receive funding of $500 monthly for 15 minutes on **1320 AM WLQY** as requested by the Public Information Office.

If you have any questions or would like additional information, please contact Smith Cassamajor at (305)-549-0260. Send email inquiries to jormassaca@yahoo.com

Sincerely,

Smith Cassamajor, President
CassaPicture Productions