

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

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this ____ day of _____, 2017, 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 Jwen, LLC**, a limited liability company organized and existing under the laws of the State of Florida, having its principal business address at 1474 NE 178th 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 Tout Moun'n Jwen Talk Show 1320 AM* 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 with live and pre-recorded segments throughout the Term period, for a duration of at least ten (10) minutes per month between the hours of 6:00 a.m. and 7:00 a.m., on WLQY 1320 AM radio station, 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 April 1, 2017 through March 31, 2018 ("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 For the entire Term period, Consultant shall receive compensation in the amount not to exceed Four Hundred Fifty Dollars (\$450.00) per month, or in the aggregate, an amount not to exceed Two Thousand Two Hundred Fifty Dollars (\$2,250.00) for the Program, in accordance with the terms, conditions and specifications contained in the Contract Documents.

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 weekly segments throughout the Term period of at least ten (10) minutes per month between the hours of 6:00 a.m. and 7:00 a.m., on WLQY 1320 AM radio station, in accordance with the attached "Exhibit B".

5.3 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses 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 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.

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: _____

Date: _____

Radio Tout Moun Jwen, LLC, a Florida limited liability company,

"Consultant":

By: Jean Alsinna

Print Name: Jean Alsinna

Date: 4/27/2017

ATTEST:

By: 

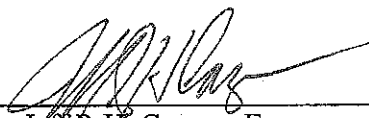
Michael A. Etienne, Esq.
City Clerk

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