

**USE OF WEB AND TV CONTENT AGREEMENT  
Between**

**CITY OF DORAL, FL**

**And**

**South Florida PBS Inc.**

**THIS AGREEMENT** is made between CITY OF DORAL, FLORIDA, a Florida municipal corporation, (hereinafter referred to as the "CITY") and South Florida PBS Inc. , an active, a not-for-profit corporation authorized to do business in the State of Florida, (hereinafter referred to as the "CONSULTANT"), whose principal place of business is 3401 S. Congress Ave, Boynton Beach, FL 33426. CITY and CONSULTANT may be referred to individually as "Party" or collectively as "Parties."

**RECITALS**

**WHEREAS**, the CONSULTANT has approached the City and expressed interest in providing informative and long form content as well as short clips to be featured on Doral TV (channel 77) as well as through a website widget.

**WHEREAS**, CONSULTANT's content will be evergreen and address health topics with nationwide experts.

**WHEREAS**, CONSULTANT has selected the City of Doral as the first municipality for this pilot program with the mission of creating, curating, aggregating, and distributing health and wellness content and services on multiple platforms that provide hope, informs, inspires, and encourages everyone to enjoy mental and physical well-being; and

**WHEREAS**, the CONSULTANT is offering this service at no cost to the City. The City and the CONSULTANT will collaborate to promote the programming via respective social media platforms and press releases; and

**AGREEMENT**

**NOW THEREFORE**, in consideration of the foregoing recitals, which are incorporated herein and made a part hereof by this reference, the mutual terms, conditions, promises and covenants set forth below, and other good and valuable consideration, the sufficiency of which the Parties hereby acknowledge, the CITY and CONSULTANT agree as follows:

**SECTION 1. TERMTERM**

1.1 The term of this agreement shall be one year.

## SECTION 2. SPECIFIC PROJECTS/SCOPE OF SERVICES

2.1 Programming. The TCONSULTANT will provide the CITY with free video content to be displayed on Doral TV (channel 77) and through a widget function on the City's website. All programming to be preapproved by the City and programmed on our channels. Programming features local medical experts from partners like Baptist Health, as well as national experts from renowned medical institutions. These programs would run daily during a 2-hour block at different times, to reach the maximum number of viewers.

Examples:

- Smart Life - <https://allhealthtv.com/programs/smartlife/>
  - A daily, fast-paced, and entertaining program that offers reliable and accurate health and wellness information fueling a healthier lifestyle with exciting exercises, healthy eating plans, and patient testimonials.
  - Length: 1 Hour
  - Physicians featured:
    - Dr. Deepa Sharma, Family Medicine Physician, Baptist Health Primary Care
    - Dr. Jonathan Fialkow, Cardiologist and Chief Population Health Officer, Baptist Health South Florida
    - Dr. Robert Udelsman, Chief of Endocrine Surgery, Miami Cancer Institute
- Health Insiders - <https://allhealthtv.com/programs/health-insiders/>
- Digs deep into reliable medical information, viewers can expect gripping patient stories and actionable advice from doctors, specialists, nurses, nutritionists, and fitness specialists.
  - Length: 30 minutes
  - Physicians featured among many others:
    - Dr. Ted Feldman, Cardiologist, Baptist Health South Florida
    - Dr. Aura Tovar, Chiropractor, Dynamic Chiropractor Center
    - Dr. Georgiy Brusovanik, Orthopedic Surgeon, Miami Back & Neck Specialists
- Doctor Q & A - <https://allhealthtv.com/doctor/>
  - These 30-minute programs feature the nation's top medical experts answering health and wellness questions submitted by viewers. Some of the topics discussed on Doctor Q & A are stomach pain, caring for your back, Alzheimer's Disease, getting a good night's sleep, and much more.
  - Physicians featured among many others:
    - Dr. Jose Mena, Physiatrist, Miami Orthopedics & Sports Medicine Institute
    - Dr. Scarlet Constant, Pediatrician
    - Dr. Lionel Lazaro, Orthopedic Surgeon, Baptist Health South Florida
  - Examples:
    - Relief For Your Aching Back | Doctor Q & A - <https://allhealthtv.com/doctor/relief-for-your-aching-back/>
    - Keeping Kids Healthy | Doctor Q & A - <https://allhealthtv.com/doctor/keeping-kids-healthy/>

- Maintaining Healthy & Strong Bones | Doctor Q & A - <https://allhealthtv.com/doctor/keeping-bones-healthy-strong/>
- Living Minute - <https://allhealthtv.com/living-minute/>
- The Living Minute series consists of daily one-minute reports infused with health and hope covering a range of topics from mental health to heart disease.
- Length: 1-2 minutes
- Physicians featured among many others:
  - Dr. Justin Sporrer, Neurosurgeon, Miami Neuroscience Institute
  - Dr. Sergiu Darabant, Medical Cardiologist, Miami Cardiac & Vascular Institute
  - Dr. Michael McDermott, Chief Medical Executive & Neurosurgeon, Miami Neuroscience Institute
  - Getting Diabetes Under Control | Living Minute - <https://allhealthtv.com/living-minute/getting-diabetes-under-control/>

2.2 Ownership and Control of Copyright and Other Intellectual Property Interests. CONSULTANT must secure and maintain all intellectual property rights in video programming provided to the CITY. Programs containing copyrighted materials will be used only if copyright clearance has been obtained.

2.3 License. CONSULTANT grants the CITY a license for the exhibition of the programs on the City's channel and website.

2.4 Programming Schedules. The parties will use good faith efforts to mutually agree upon any suggested modification of the programming schedules. In the event the parties do not agree, the CITY shall determine the final programming schedule in its sole discretion

### **SECTION 3. TERMINATION/SUSPENSION**

3.1 Termination for Convenience: This Continuing Services Agreement may be terminated by the CITY for convenience upon thirty (30) calendar days written notice to the CONSULTANT or on seven (7) days' notice with cause, which cause shall be defined as substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party.

3.2 Non-Exclusive Agreement: The CITY may enter into agreements with other providers for programming. Nothing in this Agreement shall be construed to give the CONSULTANT the exclusive right to provide programming

3.3 For Cause: This Agreement may be terminated by either party upon Seven (7) calendar

days written notice to the other party should the other party fail substantially to perform in accordance with its material terms through no fault of the party initiating the termination.

There is no cost to the City for the services contemplated in this agreement...There is no cost of exchange in funds for this project/partnership.

#### **SECTION 4. SURVIVAL OF PROVISIONS**

Any terms or conditions of either this Agreement or any subsequent Project Agreement that require acts beyond the date of the term of either agreement, shall survive termination of the agreements, shall remain in full force and effect unless and until the terms or conditions are completed and shall be fully enforceable by either party.

#### **SECTION 5. CITY'S RESPONSIBILITIES**

Assist CONSULTANT by reviewing and approving content prior to dissemination and programming on pertinent and agreed upon channels.

#### **SECTION 6. Compliance with Laws and Regulations**

The CONSULTANT shall comply with all federal, state, and local laws.

#### **SECTION 7. INDEPENDENT CONTRACTOR**

The CONSULTANT is an independent contractor under this Agreement and any Project Agreements. Personal services provided by the CONSULTANT shall be by employees of the CONSULTANT and subject to supervision by the CONSULTANT, and not as officers, employees, or agents of the CITY. Personnel policies, tax responsibilities, social security, health insurance, employee benefits, purchasing policies and other similar administrative procedures applicable to services rendered under this Agreement or any Project Agreements shall be those of the CONSULTANT.

#### **SECTION 8. INDEMNIFICATION/HOLD HARMLESS**

The CONSULTANT shall indemnify and hold harmless the CITY and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent such liabilities, damages, losses, and costs are caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT or any persons employed or utilized by the CONSULTANT in the performance of this or any Project Agreement.

CONSULTANT warrants and represents that no music, literary or artistic work or other property protected by copyright will be performed, reproduced or used unless CONSULTANT has previously thereto obtained written permission from the copyright holder(s) or has otherwise demonstrated in writing to the satisfaction of the CITY the right to use such property. CONSULTANT acknowledges that it acts under this Agreement as an

independent contractor charged with the responsibility, in its sole discretion, for selection, performance, reproduction, and use of such musical, literary and artistic works as CONSULTANT deems appropriate and that CONSULTANT shall strictly comply with all laws respecting copyrights and the performance, reproduction and use of musical, literary and artistic works. CONSULTANT warrants it will not infringe any statutory common law or other right of any person in performing, reproducing or otherwise making use of any work or material. CONSULTANT SHALL INDEMNIFY, SAVE AND HOLD HARMLESS THE CITY, ITS OFFICIALS, AGENTS, EMPLOYEES AND SERVANTS FROM AND AGAINST ALL CLAIMS, COSTS AND EXPENSES (INCLUDING COURT COSTS AND LEGAL FEES), DEMANDS, ACTIONS AND LIABILITY OF EVERY KIND AND CHARACTER WHATSOEVER WITH RESPECT TO INFRINGEMENT OF COPYRIGHTS, TRADEMARKS, OR OTHER INTELLECTUAL PROPERTY RIGHTS, AND THE PERFORMANCE, REPRODUCTION AND USE OF MUSICAL, LITERARY AND ARTISTIC WORKS.

## **SECTION 9. INSURANCE**

The CONSULTANT shall secure and maintain throughout the duration of this Agreement and any Agreement, insurance of such type and in such amounts necessary to protect its interest and the interest of the CITY against hazards or risks of loss as specified below. The underwriter of such insurance shall be qualified to do business in Florida and have agents upon whom service of process may be made in the State of Florida. The insurance coverage shall be primary insurance with respect to the CITY, its officials, employees, agents and volunteers. A copy of the certificate of insurance is attached and incorporated as "Exhibit C"

## **SECTION 10 REPRESENTATIVE OF CITY AND CONSULTANT**

**CITY Representative.** It is recognized that questions in the day-to-day conduct of this Agreement will arise. The CITY designates the CITY Manager or his designee, as the person to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

**CONSULTANT Representative.** CONSULTANT shall inform the CITY Representative, in writing, of the representative of the CONSULTANT to whom all communications pertaining to the day-to-day conduct of this Agreement shall be addressed.

## **SECTION 11. COST AND ATTORNEY'S FEES/WAIVER OF JURY TRIAL**

If either the CITY or CONSULTANT is required to enforce the terms of this Agreement or any Project Agreement by court proceedings or otherwise, whether or not formal legal action is required, the prevailing party shall be entitled to recover from the other party all reasonable costs, expenses, and attorney's fees in any state or federal administrative, circuit court and appellate court proceedings.

In the event of any litigation arising out of this Agreement or Project Agreement, each party hereby knowingly, irrevocably, voluntarily, and intentionally waives its right to trial by jury.

## **SECTION 12. PRIORITY OF AUTHORITY OF INSTRUMENTS**

The relationship between the Parties shall be governed by several contract documents, all of which, when read together, shall constitute one agreement between the Parties. The contract documents include this Agreement, one or more ensuing Project Agreements, and the City solicitation documents. In the event of conflict between or amongst the contract documents, priority shall be as follows: Project Agreements, then this Agreement, and followed by the City's solicitation documents, including any addenda thereto. Otherwise, there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in the contract document. Accordingly, it is agreed that no deviation from the terms of the Agreement shall be predicated upon any prior representations or agreements whether oral or written.

## **SECTION 13. CONSULTANT'S RESPONSIBILITIES**

Providing of agreed upon content as approved by the CITY and the conditions of this agreement.

## **SECTION 14. NOTICES**

Whenever either party desires to give notice to the other, it must be given by hand delivery or written notice, sent by certified United States mail, with return receipt requested or a nationally recognized private mail delivery service, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice, to-wit:

### **FOR CONSULTANT:**

South Florida PBS  
Attention: Jeff Huff, Chief Operating Officer  
3401 S. Congress Avenue  
Boynton Beach, Florida 33426  
(305) 424-4013

### **FOR CITY:**

CITY of Doral  
Attention: Mr. Hernan Organvidez, Acting City Manager  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166  
T (305) 593-6725  
F (305) 593-6619

**WITH A COPY TO:**

City Attorney  
Luis Figueredo, Esq.  
8401 NW 53<sup>rd</sup> Terrace  
Doral, FL 33166

**SECTION 15. CONSENT TO JURISDICTION**

The parties submit to the jurisdiction of any Florida state or federal court in any action or proceeding arising out of relating to this Agreement or any Project Agreement. Venue of any action to enforce this Agreement or any Project Agreement shall be in Palm Beach County, Florida.

**SECTION 16. GOVERNING LAW**

This Agreement and any Project Agreement shall be construed in accordance with and governed by the laws of the State of Florida.

**SECTION 17. HEADINGS**

Headings are for convenience of reference only and shall not be considered in any interpretation of this Agreement.

**SECTION 18. EXHIBITS**

Each Exhibit referred to in this Agreement forms an essential part of this Agreement. The Exhibits if not physically attached, should be treated as part of this Agreement, and are incorporated by reference.

**SECTION 19. SEVERABILITY**

If any provision of this Agreement or any Project Agreement or the application thereof to any person or situation shall to any extent, be held invalid or unenforceable, the remainder of this Agreement, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable shall not be affected thereby, and shall continue in full force and effect, and be enforced to the fullest extent permitted by law.

**SECTION 20. COUNTERPARTS**

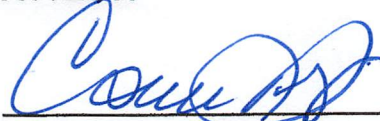
This Agreement may be executed in several counterparts, each of which shall be deemed an original and such counterparts shall constitute one and the same instrument.

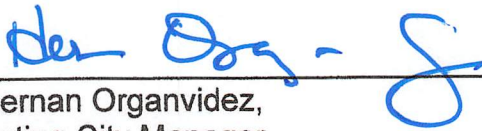
[THIS AREA INTENTIONALLY LEFT BLANK. SIGNATURES TO FOLLOW.]

IN WITNESS WHEREOF, the parties execute this Agreement on the respective dates under each signature: The CITY, signing by and through its CITY Manager, attested to by its CITY Clerk, duly authorized to execute same and by CONSULTANT by and through its principal, whose representative has been duly authorized to execute same.

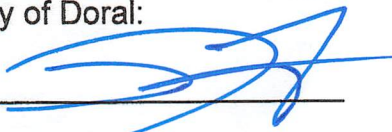
ATTEST:

CITY OF DORAL

  
\_\_\_\_\_  
Connie Diaz, City Clerk

  
\_\_\_\_\_  
Hernan Organvidez,  
Acting City Manager  
Date: 7-13-22

Approved as to form and legality  
for the sole use and reliance of the  
City of Doral:


  
\_\_\_\_\_  
Luis Figueredo, ESQ.  
City Attorney

ATTEST:

CONSULTANT

\_\_\_\_\_  
  
Secretary

By: South Florida PBS Inc.  
Jeff Huff, COO

  
\_\_\_\_\_  
Date: 7.6.22

Date: \_\_\_\_\_

WITNESSES:

\_\_\_\_\_





**RESOLUTION No. 22-69**

**A RESOLUTION OF THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL, FLORIDA, APPROVING FOR A FREE OF COST PARTNERSHIP WITH SOUTH FLORIDA PBS THE HEALTH CHANNEL TO FEATURE SELECT INFORMATIVE HEALTH AND WELLNESS VIDEO CONTENT ON DORAL TV AND WIDGET ON THE CITY'S WEBSITE; AND PROVIDING FOR AN EFFECTIVE DATE**

**WHEREAS**, the Health Channel is the first TV channel of its kind, offering a uniquely designed concept that connects the community with medical and well-being specialists in real time, promoting healthier lifestyle options. In partnership with prestigious organizations, the service aims to empower the public with the most up-to-date information, enabling them to take more control of their family's health; and

**WHEREAS**, a partnership between the Health Channel and City to entail a pilot program in which Health Channel provides informative and long form video content as well as short clips to be featured on Doral TV (channel 77) and via the City's website. Content will be subject to the City's approval and include evergreen and address health topics, as highlighted by local medical experts from partners like Baptist Health, as well as national experts from renowned medical institution; and

**WHEREAS**, the Health Channel has extended the offer to the City of Doral for free use of agreed upon health programs on Doral TV. The mission this of programming is creating, curating, aggregating, and distributing health and wellness content and services on multiple platforms that provide hope, informs, inspires, and encourages everyone to enjoy mental and physical well-being; and

**WHEREAS**, staff recommends approval to authorize the City Manager to move forward on this free partnership with agreement that would provide the City with quality, health-oriented content for Doral TV and the City's website, that would otherwise be costly and time consuming to produce and/or procure.

**NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE CITY COUNCIL OF THE CITY OF DORAL AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are confirmed, adopted, and incorporated herein and made part hereof by this reference.

**Section 2. Approval.** The agreement between City of Doral and the Health Channel for a free partnership in which City will designate program time on Doral TV for staff-vetted and approved video content related to health and wellness, as well as featuring Health widget on the City website.

**Section 3. Authorization.** The City Manager is authorized to execute the agreement on the behalf of the City.

**Section 4. Implementation.** The City Manager and the City Attorney are hereby authorized to take such further action as may be necessary to implement the purpose and the provisions of this Resolution.

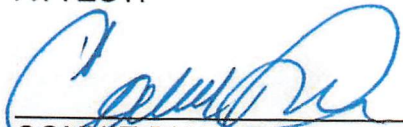
**Section 5. Effective Date.** This Resolution shall take effect immediately upon adoption.

The foregoing Resolution was offered by Councilmember Mariaca who moved its adoption. The motion was seconded by Councilmember Puig-Corve and upon being put to a vote, the vote was as follows:

Mayor Juan Carlos Bermudez	Yes
Vice Mayor Digna Cabral	Not Present at time of Vote
Councilman Pete Cabrera	Yes
Councilwoman Claudia Mariaca	Yes
Councilman Oscar Puig-Corve	Yes


PASSED AND ADOPTED this 11 day of May, 2022.

ATTEST:

  
\_\_\_\_\_  
CONNIE DIAZ, MMC  
CITY CLERK

  
\_\_\_\_\_  
JUAN CARLOS BERMUDEZ, MAYOR

APPROVED AS TO FORM AND LEGAL SUFFICIENCY  
FOR THE USE AND RELIANCE OF THE CITY OF DORAL ONLY:

  
\_\_\_\_\_  
LUIS FIGUEREDO, ESQ.  
CITY ATTORNEY