

**CITY OF NORTH MIAMI
CONSULTING AGREEMENT
(Leaders in Training Program)**

THIS CONSULTING AGREEMENT (“Agreement”) entered into by and between the City of North Miami, a municipal corporation of the State of Florida, located at 776 NE 125th Street, North Miami, Florida 33161 (hereinafter referred to as “City”) and **College Readiness Access Motivational Services (“CRAMS”) Consulting, LLC**, located at 12550 Biscayne Blvd, PMB 500, Suite 800, North Miami, FL 33181 (hereinafter referred to as “CRAMS”), collectively referred to as “Parties”.

WITHNESSETH:

WHEREAS, CRAMS has submitted a proposal to write the curriculum of the City’s Leaders in Training (LIT) Program designed to develop our city’s next generation of public servants through higher education preparation; and

WHEREAS, the City wishes CRAMS to provide the services more fully described in its proposal for the curriculum of the Leaders in Training Program (the “Proposal”) attached hereto as Exhibit “A”;

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties hereto agree as follows:

**ARTICLE I
SCOPE OF SERVICE**

CRAMS shall carry out the work described in Exhibit “A” attached hereto and made part hereof.

- A. All work shall be completed in compliance with all applicable regulations codes and ordinances and in a satisfactory and proper manner as determined by the City. Such services shall be performed except as otherwise stated herein by persons or instrumentalities solely under the domain and control of CRAMS.
- B. CRAMS shall comply with such other terms and conditions including record keeping and reports for program monitoring and evaluation purposes for the purposes of carrying out the program in an effective and efficient manner.

**ARTICLE II
LENGTH OF AGREEMENT**

This Agreement shall last twelve (12) weeks from the day of execution.

ARTICLE III CONSIDERATION AND PAYMENT

For its performance under this Agreement, CRAMS will receive funds from the City in an amount not to exceed Five Thousand Dollars and 00/100 Cents (\$5,000.00). Payment for services shall be limited to the scope described in Exhibit "A".

ARTICLE IV CANCELLATION OF AGREEMENT

Except as otherwise provided herein, this Agreement may be cancelled by either party with thirty (30) days in advance written notice to the other party at its address specified herein. In the event CRAMS cancels the Agreement prior to completion of the Scope of Work, CRAMS will reimburse the City in proportion to time remaining on the Project. In the event City terminates the Agreement no reimbursement will be required of CRAMS; however, if the Agreement is terminated by the City for cause, CRAMS will reimburse the City in proportion to time remaining on the Project.

ARTICLE V DEFAULT AND TERMINATION FOR NON PERFORMANCE

A default shall consist of any use of funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in the Articles herein, or any material breach of the Agreement.

Upon the occurrence of any such default, the City Shall serve due notice to CRAMS at which time CRAMS shall have a reasonable opportunity to respond and cure; For purposes of this Agreement, a reasonable opportunity to respond and cure shall be ten (10) business days from receipt by CRAMS of the City's written notice of such default (the "Cure Period"). If the default is not cured to the satisfaction of the City, the City shall have the right in its sole discretion to take the following actions:

- A. Upon a written request from CRAMS setting forth a reasonable basis to support the need for an additional Cure Period the City may grant an additional Cure Period by written acknowledgement thereof;
- B. Terminate this Agreement by written notice thereof;
- C. Take other action including but not limited to temporarily withholding cash payments pending correction of the deficiency by CRAMS to disallow all or part of the cost of the activity or action not in compliance, wholly or partly suspend or terminate the current award for CRAMS' program, withhold further awards for the program, or take other remedies that are legally available.

ARTICLE VI ADDITIONAL RIGHTS AND REMEDIES

Nothing contained herein shall be construed as a limitation on such other rights and remedies

available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE VII FISCAL NON FUNDING CLAUSE

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable, the City shall notify CRAMS of such occurrence and the City may terminate this Agreement without penalty or expense to the City upon no less than twenty-four (24) hours written notice to CRAMS. The City shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by Federal or State dollars which are reduced or become unavailable, the City shall notify CRAMS of such occurrence and the City may terminate this Agreement without penalty or expense to the City upon no less than twenty-four (24) hours written notice to CRAMS.

ARTICLE VIII ASSIGNMENT

CRAMS shall not assign this Agreement or any part hereof without the prior written consent of the City.

ARTICLE IX COMPLIANCE WITH APPLICABLE LAWS

CRAMS shall comply with all applicable laws, orders, and codes of the Federal, State, and Local governments as they pertain to this Agreement.

ARTICLE X EQUAL OPPORTUNITY CLAUSE

CRAMS agrees to comply with the requirements of all applicable State, Federal, and Local laws, rules regulations, ordinances, and Executive Orders prohibiting and or relating to discrimination. CRAMS shall not discriminate on the basis of race, color, religion, sex, national origin, age, familial status and handicap.

ARTICLE XI PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal or reply on a contract to provide any goods or services to a public entity; may not submit a bid proposal or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to public entity; may not be awarded or performed work as a contractor, supplier, or subcontractor of CRAMS under a contract with any public entity, and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 under Florida Statute 287.133 for CATEGORY TWO for a period of thirty-six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to City's policy, a conviction of a public entity crime may

cause the rejection of a bid, offer, or proposal. The City may make inquiries regarding alleged convictions of public entity crimes. The unreasonable failure of a bidder, offeror, or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid offer, proposal or reply.

ARTICLE XII **MAINTENANCE OF RECORDS**

CRAMS shall maintain all records and accounts including property, personnel, and financial records, contractual agreements, construction reports, Davis Bacon records, subcontracts, proof of required insurance and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all funds. In the event the City determines that such records are not being adequately maintained by CRAMS, the City may cancel this Agreement in accordance with Articles IV and V herein. This Article shall survive the expiration or earlier termination of this Agreement.

With respect to all matters covered by this Agreement, records will be made available for examination audit inspection or copying purposes at any time during normal business hours and as often as the City may require. CRAMS will permit same to be examined and excerpts or transcriptions made or duplicated from such records and audits made of all contracts, invoices materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency whether Local, State, or Federal. CRAMS shall retain all records and supporting documentation applicable to this Agreement for six (6) years after receipt of final payment from the City for inspection. If any litigation, claim, negotiation, audit monitoring, inspection, or other action has been started before the expiration of the required record retention period, records must be retained until completion of the action and resolution of all issues which arise from it or the end of the required period whichever is later. The retention period starts from the date of the execution of this Agreement.

ARTICLE XIII **EVALUATION**

CRAMS agrees that the City shall be responsible for monitoring and evaluating all aspects of the services provided under this Agreement as it relates to consulting and project management. The City shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the City to accomplish this obligation subject to State and Federal confidentiality requirements.

In order to properly monitor and evaluate CRAMS' performance under this Agreement, the City shall make onsite inspections as often as it deems necessary. Further, CRAMS shall submit an activity report with each reimbursement request which details the progress made to date toward the completion of the activities authorized under Exhibit "A".

ARTICLE XIV **DRUG FREE WORKPLACE**

CRAMS shall assure the City that it will administer in good faith a policy designed to ensure

that CRAMS is free from the illegal use, possession, or distribution of drugs or alcohol.

ARTICLE XV NEGATION OF AGENT OR EMPLOYEE STATUS

CRAMS shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute CRAMS or any assistant representative, agent, employee, independent contractor, partner, affiliate, holding company subsidiary, or subagent of CRAMS to be a representative, agent, subagent or employee of the City.

CRAMS certifies its understanding that the City is not required to withhold any federal income tax, social security tax, state and local tax to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to this insurance or taxes of CRAMS.

In no event shall any provision of this Agreement make the City or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to CRAMS in connection with the services CRAMS has agreed to perform hereunder or otherwise for any debts or claims of any nature accruing to any person or entity against CRAMS. There is no contractual relationship either express or implied between the City or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to CRAMS as a result of the provisions of the services provided by CRAMS hereunder or otherwise.

ARTICLE XVI LIABILITY

CRAMS shall comply with all applicable laws, orders, and codes of the Federal, State, and Local governments as they pertain to this Agreement. The parties agree that CRAMS is liable for any violation of Federal, State or Local law by CRAMS in relation to this Agreement. CRAMS agrees that it shall be liable for any penalties imposed against CRAMS or the City by any federal, state or local agency for any actions or inaction by CRAMS. Such penalties shall include but not be limited to repayment of any of the funding received pursuant to this Agreement this obligation shall survive the termination or expiration of this Agreement for a period of not less than five (5) years or any applicable statute of limitation period or equitable limitation doctrine whichever is longer.

ARTICLE XVII INSURANCE

CRAMS shall have insurance for financial protection for bodily and personal injury and property damage arising from the operations. The combined limits for general liability and fleet automobile liability coverage amount to One Thousand Dollars and 00/100 cents (\$1,000.00) per person per claim, and Two Thousand Dollars and 00/100 Cents (\$2,000.00) per occurrence. Nothing herein shall be construed as a waiver of the sovereign immunity of CRAMS. The State of Florida and their agents and agencies beyond the waiver provided in Section 768.28 Florida Statutes. CRAMS shall maintain in force all policies and coverage for the duration of this Agreement. The City shall receive written notice of any changes or cancellation of the required coverage.

ARTICLE XVIII ACCESS TO RECORDS

If applicable, CRAMS shall comply with the requirements of Chapter 119 Florida Statutes with respect to any documents, papers, and records made or received by CRAMS in connection with this Agreement.

ARTICLE XIX SURVIVABILITY AND SEVERABILITY

Any term, condition, covenant, or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such subsequent to such termination. In the event any section sentence clause or provision of this Agreement is held to be invalid, illegal, or unenforceable by a Court having jurisdiction over the matter the remainder of this Agreement is held to be invalid illegal or unenforceable by a Court having jurisdiction over the matter the remainder of this Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE XX SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE XXI GOVERNING LAWS

This Agreement shall be construed under the laws, rules, and regulations of the State of Florida. Venue shall be in Miami-Dade County, Florida.

ARTICLE XXII AUTHORIZATION

Each party represents to the other that such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions. All of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement have been properly completed and that the persons who have executed this Agreement are duly authorized and empowered to do so.

ARTICLE XXIII NOTICE AND GENERAL CONDITIONS

All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing

from time to time:

Notices to the City shall be sent to:

City of North Miami
Attn: City Manager
776 NE 125th Street
North Miami, FL 33161

With copy to:

City of North Miami
Attn: City Attorney & Housing & Social Services
776 NE 125th Street
North Miami, FL 33161

Notice to CRAMS shall be sent to:

Marlyn Paris-Lawson, MPA
President/ Founder CRAMS Consulting, LLC
12550 Biscayne Blvd, PMB 500, Suite 800
North Miami, FL 33181
Phone: 754-248-9775/ 954-224-8998
Email: marlyn@cramsconsulting.com

With copy to:

Norma Florival, Registered Agent
3209 Onyx Road
Miramar, FL 33025

**ARTICLE XXIV
TERMS**

Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All article and descriptive beadings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

**ARTICLE XXV
ESTOPPEL WAIVER**

A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants, and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed waiver of any right or acceptance of defective performance.

**ARTICLE XXVI
MERGER AND MODIFICATIONS**

This Agreement together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and or understandings oral or written with respect to the subject matter hereof that are not merged herein and superseded hereby. This Agreement may only be amended or extended by a written instrument executed by the City and CRAMS expressly for that purpose.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on the date on which the last of the Parties initials or signs.

CONSULTANT:

Witnessed by: _____

Signed by: _____

Witness Name: Leonie Timothee

Consultant Name: Marlyn Paris-Lawson, MPA

Witness Date: _____

Consultant Date: _____

ATTEST:

CITY OF NORTH MIAMI
A Florida Municipal Corporation, "City"

Vanessa Joseph, Esq., City Clerk

Theresa Therilus, CPA, City Manager

City Clerk Date Signed

City Manager Date Signed

APPROVED AS TO FORM
AND LEGAL SUFFICIENCY:

Jeff P. H Cazeau, Esq., City Attorney

City Attorney Date Signed

EXHIBIT “A”
SERVICE PROPOSAL



City of North Miami Leaders in Training Program Curriculum Development Proposal

Submitted to: Ms. Alberte Bazile

Director, Housing and Social Services

City of North Miami

776 NE 125 Street

North Miami, Florida 33161

Phone: 305-893-6511, ext. 20001

Email: abazile@northmiamifl.gov



Submitted by: Marlyn Paris-Lawson, MPA

President/Founder

College Readiness, Access, and Motivational Services

CRAMS Consulting, LLC

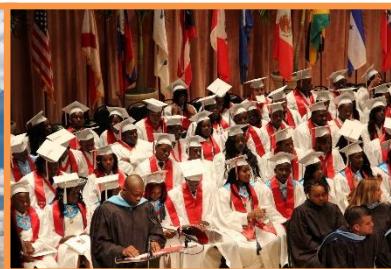
Phone: (754) 248-9775

Email: marlyn@cramsconsulting.com



CRAMS CONSULTING'S PROFILE & EXPERIENCE

CRAMS Consulting is led by industry veteran, Marlyn Paris-Lawson. Marlyn's credentials include a Bachelor's degree in Psychology from Florida State University and a Master's degree in Public Administration from Barry University. Ms. Paris-Lawson is a dynamic, enthusiastic, results-oriented bilingual professional with over 20 years of combined experience in education, social services, and human resources. In addition to the many accolades, she has received over the years, Ms. Paris-Lawson was named amongst South Florida's Top Black Educators (2015) by *Legacy Magazine*. She is best known for her passion for motivating students to tap into their inner-selves, work to their full potential and earn their way to college and the workforce. Her sound academic tracking strategies, coupled with innovative student advocacy and engaging motivational workshops are contributing factors which have resulted in over five thousand students being accepted to the college of their choice in the last 10 years. Marlyn leads a **CRAMS** team of eleven professional and committed Success Coaches, which comprises of college advisors, guidance counselors, certified teachers, and high achieving college students.



Motivating the Heart

Inspiring the Mind

Marlyn is credited for her contribution in transforming a local drop-out prevention program into a leading college readiness and college access program, whose best practices have been recognized and adopted at the state level. Furthermore, Ms. Paris- Lawson's efforts have produced recipients of the following college scholarships:

Bill Gates Millennium Scholarship	QuestBridge Scholarship	Silver Knight Awards Scholarship
Posse Foundation Scholarship	Golden Drum Scholarship	Miami Heat Foundation Scholarship
Jason Taylor Foundation Scholarship	Carnival Cruise Line Scholarship	City of North Miami Foundation Scholarship
Take Stock in Children Scholarship	Cruise Industry Foundation Scholarship	Sun Life Financial Rising Star Scholarship
Ford Salute to Education	Burger King Foundation	Dell Foundation
4-Girls Foundation Scholarship	Women With Purpose Scholarship	Bayside Foundation Scholarship

Furthermore, Marlyn Paris-Lawson has been recognized for her exemplary work in the areas of education, social services, and human resources. She is the recipient of numerous awards including:

- **Florida Department of Juvenile Justice Office Prevention:** Community Partner Award of Excellence
- **Legacy Magazine:** One of South Florida's Top Black Educators
- **City of North Miami:** Proclamation for Outstanding Service in the Community
- **DISC Village:** Employee of the Year Award
- **Financial Health Care Associates:** Employee of the Year
- **Bank of America:** Neighborhood Excellence Emerging Leader
- **Miami-Dade County Commission:** Outstanding Service Award
- **Miami-Dade County Public Schools Proclamation:** Junior ROTC Project PASS Advisory Chair
- **Miami-Dade County Public Schools Proclamation:** Mentoring Program
- **Take Stock in Children:** Excellence in Program Management
- **Telephone Counseling and Referral Services:** Unsung Hero
- **Take Stock in Children:** Excellence in Program Growth
- **North Dade Regional Chamber of Commerce:** Beyond the Bell Community Partner Award
- **Certificate of Special Congressional Recognition:** Outstanding and Invaluable Community Service
- **Junior Leadership Corps:** Citizenship Award



In subscribing to and practicing the four **P**'s: **P**reparation **P**revents **P**oor **P**erformance, **CRAMS** has ensured that every student receive adequate preparation to transition confidently to high school, college, career, and life.





City of North Miami Leaders in Training (LIT) Program

Proposal for Curriculum Development

PROPOSED INVESTMENT

CRAMS Service	Curriculum Package for LIT Program \$5,000 Workforce Readiness Lesson Plans (for 12-week programming / 36 Hours) LIT Schedule (orientation and weekly topics) Evaluation Tool (program satisfaction measure)
Supplemental Service	Development of LIT Program Procedures
<i>Target Audience</i>	High School Students age 16-18
Total Cost	\$5,000 (inclusive of content design, curriculum development & procedures)



SUMMARY OF SERVICES

Deliverables	<p>CRAMS will provide the following to the Social Services Department:</p> <ol style="list-style-type: none">1. Curriculum Package: Lesson Plans, Evaluation Tool & LIT Schedule2. LIT Procedures (to ensure timely program implementation)
Curriculum Content	<p>CRAMS Consulting, LLC (CRAMS) is proud to create a curriculum for the Leaders in Training Program to enable the City of North Miami Social Services Department to continue its mission in preparing confident, civically engaged and workforce-ready participants. The Leaders in Training Program curriculum is designed to Prepare, Engage and Empower program participants for their transition into the workforce and purposeful involvement in their community.</p> <p>The program will serve forty (40) participants. Eligible participants will be City of North Miami residents in multi-grade and age levels (ranging from grade 10-12), age 16-18. Curriculum content will include the following topics:</p> <ul style="list-style-type: none">• Civic Engagement• Project-Based Learning• Leadership Development• Career Exploration• College Major Exploration (Interest Survey)• Financial Literacy• Self-Assessment of Skills and Abilities• Time Management Skills• Organizational Skills (for the workplace)

	<ul style="list-style-type: none">• Job Interviewing Skills• Customer Service Skills• Office Etiquette• Telephone Etiquette• Resume Development• Dress for Success
Program Evaluation	CRAMS will create an evaluation tool to gauge participants' learning gains and satisfaction with services and program content.
LIT Procedures	CRAMS will create procedures that will enable program leaders to implement program in a timely manner. Established procedures will provide a clear understanding of program needs and purpose, program timeline with roles and responsibilities, recruitment directives and program content. Such guidelines will permit program facilitator(s) to delivery with ease and comfort.
Fee for Service	CRAMS provides effective, quality services across the board, using excellence as its compass for service delivery. As such, we are proud to have been chosen as the service provider for LIT over the last five years. Through the creation of a comprehensive training content, we are confident that the mission of the program will continue to impact lives in the years to come. A breakdown of the cost of the program is as follows: Compensation to CRAMS Consulting: \$5,000 (inclusive of the services itemized below): <ul style="list-style-type: none">• Curriculum Package: 12-Week Lesson Plans, Program Evaluation & LIT Schedule• Creation of Leaders in Training Procedures Payment Preference: Upon approval of the proposal, a 50% (\$2,500) is required to create curriculum package. The remaining balance of (\$2,500) will be due upon delivery of the completed package.



**THANK YOU IN ADVANCE FOR THE CONSIDERATION OF THIS PROPOSAL
FOR CURRICULUM DEVELOPMENT**

I have thoroughly enjoyed the partnership with the City of North Miami in previous years. Many lives have been impacted through the LIT program over the last five years. It is fair to say that many more will be changed with the comprehensive curriculum package serving as a guide.

Submitted by: Marlyn Paris-Lawson
Contact: (754) 248-9775
E-mail: marlyn@cramsconsulting.com

