

## **AGREEMENT**

**THIS AGREEMENT** is made and entered into as of May 16, 2023, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “NMCRA”) having an address at 735 NE 125<sup>th</sup> Street, Suite 100, North Miami, Florida 33161, and **THE EDGE LEAD USA**, a Florida corporation (the “Consultant”) having an address at 11441 S.W. 21<sup>st</sup> Street, Miramar, Florida 33025.

## **RECITALS**

1. The NMCRA desires to engage a consultant for provision of certain services generally consisting of training local college students to become influential leaders in marketing and business, which college students will then market and distribute Moolah Wireless Tablets to North Miami residents in the NMCRA Redevelopment Area as set forth in the Scope of Work (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **General Intent.** The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by Consultant to the NMCRA of as more particularly described in the Proposal submitted by the Consultant to the NMCRA which Proposal is attached hereto as Exhibit “A” and by this reference made a part hereof. This Section 1 and the Proposal shall mean and be referred to as the “Scope of Work” for purposes of this Agreement.

### **2. Services and Responsibilities**

2.1 Consultant hereby agrees to perform the Scope of Work and for the Fee set forth in Section 4 below. The Consultant shall be solely responsible for the satisfactory and complete execution of the Scope Work. The Scope of Work shall generally be performed at the direction of the NMCRA and completed with time frames as agreed upon by the parties. The term of this Agreement shall be from the date hereof until September 30, 2023 (the “Term”). The Scope of Work shall be completed prior to the expiration of the Term.

2.2 Consultant hereby represents and warrants to the NMCRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement (b) knowledge and understanding of the Scope of Work and (c) all necessary licenses required by the State of Florida, Miami-Dade County and the City of North Miami to perform the Scope of Work.

2.3 The services of Consultant shall only be performed upon the prior request of the NMCRA Executive Director. Consultant shall report to the NMCRA Executive Director. During the conduct of the performance of its services, Consultant shall schedule regular meetings with the NMCRA Executive Director or his/her designee to discuss the progress of the work.

2.4 Consultant hereby represents to the NMCRA, with full knowledge that NMCRA is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise, experience and manpower to perform the services

to be provided by Consultant pursuant to the terms of this Agreement. Consultant shall maintain during the Term of this Agreement all necessary licenses and qualifications required by applicable law.

**3. Relationship of the Parties.** The Consultant covenants with the NMCRA to cooperate with the NMCRA and exercise the Consultant's skill and judgment in furthering the interests of the NMCRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the NMCRA's interests. The NMCRA agrees to furnish or approve, in a timely manner, information required by the Consultant and to make payments to the Consultant in accordance with the requirements of this Agreement.

**4. Compensation and Method of Payment**

4.1 Compensation for the services provided by Consultant to the NMCRA for the Term shall be a flat fee provided in the Proposal and by this reference made a part hereof in the amount of Twenty Five Thousand Dollars (\$25,000) (the "Fee"). The Fee set forth herein represents and contains all amounts due and payable for the services provided by Consultant as set forth in the Scope of Work including any out of pocket and third party costs which may be incurred and/or paid by Consultant.

4.2 The fee shall be paid to by the NMCRA to the Consultant upon the full execution of this Agreement by both parties. Consultant shall submit to the NMCRA a written invoice for the Fee. The invoice shall include a detailed billing statement for services to be rendered and any other supporting documentation as reasonably requested by the NMCRA. The Consultant shall also comply with the City of North Miami vendor registration requirements. With respect to the procedures for payment, the NMCRA and Consultant agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

**5. Changes in Scope of Work.** NMCRA may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the NMCRA Board, if applicable.

**6. Termination.**

6.1 Termination by the Consultant. The Consultant may terminate the Agreement if the NMCRA fails to make a payment as required by the Agreement followed by written notice thereof from Consultant to NMCRA and NMCRA's continued failure to make such payment for fifteen (15) days following the receipt of such notice. If the Consultant terminates the Agreement as set forth in the previous sentence, the Consultant shall be entitled to recover from the NMCRA payment for the Scope Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages. Any termination or purported termination by the Consultant for any reason other than NMCRA's nonpayment shall be void thereby entitling the NMCRA to its rights and remedies available at law and in equity.

6.2 Termination by the NMCRA for Cause. The NMCRA may terminate this Agreement if the Consultant:

6.2.1 Persistently or repeatedly refuses or fails to follow NMCRA's

directions relative to the performance of the Scope of Work including, but not limited to, failing to perform the Scope of Work or any portion thereof within agreed upon time frames;

6.2.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of the Agreement Documents.

When any of the above reasons exist, the NMCRA may without prejudice to any other rights or remedies and after giving the Consultant seven (7) days' written notice, terminate this Agreement and the employment of the Consultant. In addition to any other rights available to the NMCRA at law or in equity, the Consultant shall be liable to NMCRA for all reasonable excess completion costs and costs to correct as a result of said termination.

6.3 Termination by the NMCRA for Convenience. Notwithstanding anything in the Agreement to the contrary, NMCRA shall have the right, for whatever reason and in its sole discretion, to terminate the Agreement without penalty or liability by providing the Consultant with seven (7) days written notice thereof. Upon such termination, this Agreement shall be null and void. Any of Consultant's then outstanding and/or unfulfilled duties and/or obligations under the Agreement accruing prior to such termination shall survive the termination of the Agreement. Consultant acknowledges and agrees that Consultant shall not be entitled to, and hereby waives any claims for, any damages in the event that the NMCRA exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

**7. Insurance.** The Consultant shall purchase and maintain insurance as follows.

7.1 Worker's Compensation Insurance coverage in accordance with Florida statutory requirements.

7.2 Commercial General Liability Insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

Certificates of insurance from insurers acceptable to the NMCRA shall be delivered to the NMCRA upon execution of this Agreement. Only with respect to commercial general liability insurance, the certificates shall (a) name the NMCRA as an additional insured and loss payee and (b) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the NMCRA. Failure of the Consultant to obtain and maintain required insurance shall be grounds for termination of the Agreement by the NMCRA. Consultant shall require any subconsultants who are preparing plans and specifications to provide professional liability insurance with the same insurance coverage as set forth above.

**8. Indemnification.** In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Consultant agrees to indemnify, protect, defend, and hold harmless the NMCRA its board members, managers, officers, employees, consultants, attorneys and agents (collectively the "Related Parties") from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Scope

of Work. The foregoing indemnity is limited to \$1,000,000 per occurrence, which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement; provided, however, that the Consultant's indemnity obligations hereunder are not limited by the availability of insurance proceeds. In the event that any claims are brought or actions are filed against the NMCRA with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended.

## **9. Miscellaneous**

9.1 Ownership of Documents. All documents, media and work product of any kind whatsoever prepared by the Consultant pursuant to or in connection with this Agreement are and shall remain the exclusive property of the NMCRA. Upon request of the NMCRA and/or upon the termination or completion of this Agreement, Consultant shall promptly deliver to the NMCRA all or any portion of the above referenced documents, media and work product including the tapes or discs relating thereto. Consultant further acknowledges that NMCRA may post any of such documents, media and work product on the NMCRA's website. Such documents may be posted by NMCRA without the prior authorization of Consultant. No additional fee or compensation will be paid to Consultant by NMCRA for such posting.

9.2 Records. Consultant shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by NMCRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by NMCRA and advised such records must be kept for a longer period. Consultant shall further be required to respond to the reasonable inquiries of successor Consultant and allow successor Consultant to review Consultant's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by NMCRA of any fees or expenses based upon such entries.

9.3 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Consultant is an independent contractor under this Agreement and not the NMCRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the NMCRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a professional level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the NMCRA and the NMCRA will not be liable for any obligation incurred by Consultant, including by not limited to unpaid minimum wages and/or overtime premiums.

9.4 Assignments; Amendments.

9.4.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of NMCRA, which consent may be withheld by the NMCRA in its sole and absolute discretion. This Agreement shall run to the NMCRA and its successors and assigns.

9.4.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the NMCRA Board.

9.5 No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or form, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the NMCRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Consultant and the NMCRA designate the following as the respective places for giving such notice:

NMCRA: Anna-Bo Emmanuel, Esq.  
Executive Director  
North Miami Community Redevelopment Agency  
735 NE 125<sup>th</sup> Street, Suite 100  
North Miami, Florida 33161  
Telephone No. (305) 895-9888  
Facsimile No. (305) 893-1367

With a copy to:

Steven W. Zelkowitz  
NMCRA Attorney  
Taylor English Duma LLP  
2 S. Biscayne Boulevard, Suite 2050  
Miami, Florida 33131  
Telephone No. (786) 840-1437  
Facsimile No. (770) 434-7376

Consultant: Dr. Katsia M. Cadeau  
President  
The Edge Lead USA  
11441 S.W. 21<sup>st</sup> Street  
Miramar, Florida 33025  
Telephone No. (954) 394-1578  
Facsimile No. (\_\_\_\_) \_\_\_\_\_

9.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

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

9.10 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

9.11 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

9.12 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

9.13 Extent of Agreement. This Agreement represents the entire and integrated agreement between the NMCRA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

9.14 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the NMCRA or Consultant.

9.15 Ethics Requirements. Consultant is responsible for educating itself on the various ethics and conflict of interest provisions of Florida law, Miami-Dade County Ordinance and City Code. Consultant shall not employ, directly or indirectly, the mayor, any member of the City Council, or any director or department head of the City. The City Code prohibits any employee, or member or their immediate family or close personal relation from receipt of a benefit or to profit from any contract entered into with the City, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Miami-Dade County Ethics Commission regarding conflict of interest provisions.

9.16 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach

by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

**10. Public Records.** To the extent required by law, the Consultant shall comply with all public records requests, whether made to the NMCRA or to the Consultant, for the Consultant's books and records which relate to this Agreement and which books and records are not exempted under Chapter 119, Florida Statutes. In the event the Consultant is required by law to comply with a public records request and fails to do so, the Consultant shall indemnify the NMCRA and the Related Parties in accordance with Section 8 above. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

**IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE NLCRA SECRETARY AT (305) 895-9817, BY EMAIL AT CITYCLERK@NORTHMIAMIFL.GOV, OR AT NORTH MIAMI CITY HALL, 776 N.E. 125<sup>TH</sup> STREET, NORTH MIAMI, FLORIDA 33161.**

**11. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

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**IN WITNESS WHEREOF**, the parties have set their hands and seals the day and year first written above.

**NORTH MIAMI COMMUNITY  
REDEVELOPMENT AGENCY**,  
a public body corporate and politic

**THE EDGE LEAD USA**  
a Florida corporation

By: \_\_\_\_\_  
Anna-Bo Emmanuel, Esq.  
Executive Director

By: \_\_\_\_\_  
Dr. Katsia M. Cadeau  
President

Attest:

By: \_\_\_\_\_  
Vanessa Joseph, Esq.  
NMCRA Secretary

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Taylor English Duma LLP  
NMCRA Attorney

**EXHIBIT "A"**

**PROPOSAL**