

AGREEMENT

THIS AGREEMENT (the “Agreement”) is made and entered into as of December 4, 2025 (the “Effective Date”), by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the “NMCRA”) having an address at 735 NE 125th Street, Suite 100, North Miami, Florida 33161, and **GREATER MIAMI SERVICE CORPS.**, a Florida not for profit corporation (“GMSC”) having an address at 810 N.W. 28th Street, Miami, Florida 33127-4046.

RECITALS

1. NMCRA desires to engage GMSC for provision of the services as set forth in the Scope of Work (as defined below) generally consisting of implementing a Façade Improvement Program and Community Beautification Program for fifteen (15) single family residences located in the NMCRA Community Redevelopment Area (“CRA”), 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 GMSC to the NMCRA of certain services generally consisting of implementing a Façade Improvement Program and Community Beautification Program for fifteen (15) single family residences located in the CRA as set forth in the Proposal 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. The parties acknowledge and agree that the Proposal contains certain terms and conditions that are incorporated into this Agreement; provided, however, in the event there is any conflict between the terms and conditions of this Agreement and the Proposal, the terms and conditions of this Agreement shall control.

2. Services and Responsibilities

2.1 GMSC hereby agrees to perform the Scope of Work for the compensation set forth in Section 4. GMSC shall be solely responsible for the satisfactory and complete execution of the Scope of Work. The Scope of Work shall generally be performed at the direction of the Executive Director and completed with time frames as agreed upon by the parties from time to time. The term of this Agreement shall commence on the Effective Date and shall then terminate September 30, 2026. The Scope of Work shall be completed prior to the expiration of the term.

2.2 GMSC 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 and Miami-Dade County to perform the Scope of Work.

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

2.4 GMSC shall exercise the degree of care and skill ordinarily exercised by contractors performing the same or similar services in the same locality at the time the services are provided, and exercise

GMSC'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.

2.5 GMSC hereby represents to NMCRA, with full knowledge that NMCRA is relying upon these representations when entering into this Agreement with GMSC, that GMSC has the professional expertise and experience to perform the services to be provided by GMSC pursuant to the terms of this Agreement. GMSC shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

3. Community Benefits.

3.1 Jobs Preference. As a Community Benefit, the Grantee hereby agrees that preference for all jobs (including construction positions) related to the Scope of Work will be given (a) first to CRA residents and (b) second, to County residents for all remaining jobs. The foregoing shall include at least six (6) positions set aside for youths residing in the CRA who will gain paid work experience and certifications as set forth in the Scope of Work. GMSC agrees to use its best efforts to comply with (a) and (b) above during the term of this Agreement. GMSC hereby acknowledges and agrees that the funding by the NMCRA is predicated upon this covenant by GMSC, that the failure of the Grantee to use its best efforts to comply with this objective will constitute a material default under the terms of this Agreement. Accordingly, if GMSC fails to hire any employees from the CRA and/or the County and cannot demonstrate in writing to the reasonable satisfaction of the NMCRA that the GMSC used its best efforts, and that any such failure shall constitute termination for cause as set forth in Section 6.2 below. For purposes of this Agreement, a "job" shall mean a full-time job or the equivalent thereof (consisting of at least thirty (30) hours per week of employment and eligibility for all customary benefits generally available for full-time employees of GMSC) with the GMSC, at a wage at least equal to Living Wage Ordinance promulgated by the County.

3.2 Verification of Jobs. At the end of each calendar quarter, GMSC shall submit a written certification to the NMCRA stating that the GMSC baseline job numbers are either in compliance or not in compliance with the requirements of Section 3.1. Such certification shall be signed by an officer of GMSC as being true and correct in all material respects. If at any time the NMCRA reasonably believes that that Grantee is in default of the requirements of Section 3.1, upon notice, the NMCRA, or its designee, shall be provided full and complete access to all records of the GMSC that would be reasonably necessary to verify the number and types of jobs created, and the wages paid to employees. Subject to the notice and cure provisions of Section 6.2, failure to provide such access upon reasonable request shall constitute a material default under the terms of this Agreement. With respect to all information to be obtained pursuant to this Section, the NMCRA shall, to the extent permitted by law comply with all privacy, employment and other laws applicable thereto.

4. Compensation and Method of Payment

4.1 Compensation for the services provided by GMSC to the NMCRA for the shall be a not exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) (the "Fee"). The Fee represents and contains all amounts due and payable for the services provided by GMSC as set forth in the Scope of Work including all labor and materials, and includes any out of pocket, travel and third-party costs which may be incurred and/or paid by GMSC. Payment by the NMCRA of the Fee for the Scope of Work performed shall be deemed full compensation to GMSC for the performance of this Agreement.

4.2 GMSC shall submit to the NMCRA a written invoice for compensation as the Scope of Work progresses but not more often than on a monthly basis. Each invoice shall include a detailed billing statement for services rendered and any other supporting documentation as reasonably

requested by the NMCRA. GMSC shall also comply with the Miami-Dade County vendor registration requirements. With respect to the procedures for payment, the NMCRA and the Contractor 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 GMSC. The GMSC may terminate the Agreement if the NMCRA fails to make a payment as required by the Agreement followed by written notice thereof from GMSC to NMCRA and NMCRA's continued failure to make such payment for fifteen (15) days following the receipt of such notice. If GMSC terminates the Agreement as set forth in the previous sentence, GMSC 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 GMSC 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 GMSC:

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 any public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of the Agreement.

When any of the above reasons exist, the NMCRA may without prejudice to any other rights or remedies and after giving GMSC thirty (30) days' written notice and an opportunity to cure, terminate this Agreement and the engagement of GMSC. In addition to any other rights available to the NMCRA at law or in equity, GMSC 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 GMSC with fifteen (15) days written notice thereof. Upon such termination, this Agreement shall be null and void. Any of GMSC'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. GMSC acknowledges and agrees that GMSC 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 GMSC 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 thirty (30) days' prior written notice has been given to the NMCRA. Failure of GMSC to obtain and maintain required insurance shall be grounds for termination of the Agreement by the NMCRA. GMSC 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, GMSC 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 GMSC and other persons employed or utilized by GMSC 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 GMSC'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, GMSC 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. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

9. **Miscellaneous**

9.1 **Ownership of Documents.** All documents (including print, digital and media) prepared by GMSC 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, GMSC shall promptly deliver to the NMCRA all or any portion of the above referenced documents including all electronic files relating thereto. GMSC further acknowledges that NMCRA may post any of such documents on the NMCRA's website. Such documents may be posted by NMCRA without the prior authorization of GMSC. No additional fee or compensation will be paid to GMSC by NMCRA for such posting.

9.2 **Records.** GMSC 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. GMSC shall further be required to respond to the reasonable inquiries of successor GMSC and allow successor GMSC to review GMSC'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 GMSC 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. GMSC shall retain sole and absolute discretion in the judgment of the manner and means of carrying out GMSC's activities and responsibilities hereunder. GMSC 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 high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between GMSC and the NMCRA and the NMCRA will not be liable for any obligation incurred by GMSC, 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 GMSC 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. GMSC warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for GMSC 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 GMSC 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, GMSC 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 125th Street, Suite 100
North Miami, Florida 33161
Telephone No. (305) 895-9888
Facsimile No. (305) 893-1367
Email: aemmanuel@northmiamifl.gov

Taylor Duma LLP
2 S. Biscayne Boulevard
Suite 2500
Miami, Florida 33131
Attention: Steven W. Zelkowitz, Esq.
Phone: (305) 301-5533
Email: szelkowitz@taylorduma.com

GMSC: Greater Miami Service Corps.
810 N.W. 28th Street
Miami, Florida 33127-4046
Attention: Dr. Santarvis Brown, Interim Board Chairman
Phone: (305) 638-4672
Email: _____

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.

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

9.10 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.

9.11 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.

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

9.13 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 GMSC.

9.14 Ethics Requirements. GMSC is responsible for educating itself on, and complying with, the various ethics and conflict of interest provisions of Florida law and Miami-Dade County.

9.15 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.

9.16 Counterparts; Electronic Execution. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof. A copy of this Agreement and any signature thereon shall constitute an original for all purposes. This Agreement may be executed by electronic means such as DocuSign.

9.17 Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

9.18 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

10. Contracting with Entities of Foreign Countries of Concern Prohibited. By entering into, amending, or renewing this Agreement, as applicable, GMSC affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited, as amended. GMSC further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: (a) GMSC is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in GMSC; or (c) GMSC is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by GMSC shall be in the form of a Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit to be provided by the NMCRA, which Affidavit GMSC agrees to execute and deliver as a material inducement to entering into this Agreement. For purposes of this Agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

11. Human Trafficking. By entering into, amending, or renewing this Agreement, as applicable, GMSC is obligated to comply with the provisions of Section 787.06, Florida Statutes, titled Human Trafficking, as amended. This compliance by GMSC includes a Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit to be provided by the NMCRA, which Affidavit GMSC agrees to execute and deliver as a material inducement to entering into this Agreement. This Agreement shall be void if the Borrower submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or if Borrower violates Section 787.06, Florida Statutes, as amended, during the

term of this Agreement and for a period of three (3) years following Final Completion, even if the Borrower was not in violation at the time it submitted its Affidavit.

12. 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.

13. Publicity. GMSC shall ensure that any publicity, public relations, advertisements, press releases and signs recognize the NMCRA as a funding source for the Scope of Work. The foregoing shall also include recognition on GSCM's website in a form and substance approved by the NMCRA. GMSC shall also permit the NMCRA to place a sign upon each of the properties included in the Scope of Work.

14. Public Records. To the extent required by law, GMSC shall comply with all public records requests, whether made to the NMCRA or to GMSC, for GMSC'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 GMSC is required by law to comply with a public records request and fails to do so, GMSC 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 GSCM HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO GSCM'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE NMCRA SECRETARY AT (305) 375-2820, BY EMAIL AT JASONER@MIAMIDADE.GOV, OR AT 111 1ST STREET, SUITE 2210, MIAMI, FLORIDA 33128.

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

GMSC:

GREATER MIAMI SERVICES CORPS.,
a Florida not-for-profit corporation

By: _____

Dr. Santarvis Brown
Interim Board Chairman

Dated: _____, 2025

NMCRA:

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

By: _____

Anna-Bo Emmanuel, Esq.
Executive Director

Attest:

By: _____

Vanessa Joseph, Esq.
NMCRA Secretary

Approved as to form and legal sufficiency:

By: _____

Taylor Duma LLP
NMCRA Attorney

Dated: _____, 2025

EXHIBIT “A”

PROPOSAL