

AGREEMENT

THIS AGREEMENT is made and entered into as of August 28, 2019, by and between the **NORTH MIAMI COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "CRA") having an address at 12330 N.E. 8th Avenue, North Miami, Florida 33161, and **TIMMONS GROUP, INC.**, a Virginia corporation authorized to transact business in Florida (the "Consultant") having an address at 1001 Boulders Parkway, Suite 300, Richmond, Virginia, 23225.

RECITALS

1. The CRA desires to engage the Consultant for provision of the services 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 CRA of professional services generally consisting of the development of an Esri Story Map to house certain content about the CRAs ongoing projects that the CRA desires to publish to the public through a new interactive mapping website, which new site will be integrated with the CRA's website and will replace the existing mapping page, all as set forth in that certain Proposal dated August 20, 2019 attached hereto as Exhibit "A" and by this reference made a part hereof (the "Proposal"). 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. The Proposal contains a Scope of Work which 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 set forth in the Proposal and for the fee set forth in the Proposal. 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 CRA and completed with time frames as agreed upon by the parties from time to time. The term of this Agreement shall be from the date hereof until December 31, 2019.

2.2 Consultant hereby represents and warrants to the CRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement and (b) 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 CRA Executive Director. Consultant shall report to the CRA Executive Director. During

the conduct of the performance of its services, Consultant shall schedule regular meetings with the CRA Executive Director or his designee to discuss the progress of the work.

2.4 Consultant hereby represents to the CRA, with full knowledge that CRA 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 accepts the relationship of trust and confidence established by this Agreement and covenants with the CRA to cooperate with the CRA and exercise the Consultant's skill and judgment in furthering the interests of the CRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the CRA's interests. The CRA 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 CRA shall be based on the fee provided in the Proposal and by this reference made a part hereof with a not to exceed aggregate fee of Twenty Five Thousand Dollars (\$25,000). The fee set forth in the Proposal 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 Consultant shall submit to the CRA a written invoice for compensation no 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 CRA. With respect to the procedures for payment, the CRA 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. CRA 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 CRA Board, if applicable.

6. Termination.

6.1 Termination by the Consultant. The Consultant may terminate the Agreement if the CRA fails to make a payment as required by the Agreement followed by written notice thereof from Consultant to CRA and CRA'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 CRA 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 CRA's nonpayment shall be void thereby entitling the CRA to its rights and remedies available at law and in equity.

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

6.2.1 Persistently or repeatedly refuses or fails to follow CRA'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 CRA 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. The Consultant shall not be entitled to receive payment for the Scope of Work completed until the remainder of the Scope of Work is finished and, in addition to any other rights available to the CRA at law or in equity, the Consultant shall be liable to CRA for all reasonable excess completion costs and costs to correct as a result of said termination.

6.3 Termination by the CRA for Convenience. Notwithstanding anything in the Agreement to the contrary, CRA 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, except that Consultant shall be entitled to payment for the Scope Work executed up to the date of termination. 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 CRA 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 CRA shall be delivered to the CRA upon execution of this Agreement. Only with respect to commercial general liability insurance, the certificates shall (a) name the CRA 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 CRA. Failure of the Consultant to obtain and maintain required insurance shall be grounds for termination of the Agreement by the CRA. 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 CRA its members, managers, officers, employees, consultants, and agents 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 CRA 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 prepared by the Consultant pursuant to or in connection with this Agreement are and shall remain the exclusive property of the CRA. Upon request of the CRA and/or upon the termination or completion of this Agreement, Consultant shall promptly deliver to the CRA all or any portion of the above referenced documents including the tapes or discs relating thereto. Consultant further acknowledges that CRA may post any of such documents on the CRA's website. Such documents may be posted by CRA without the prior authorization of Consultant. No additional fee or compensation will be paid to Consultant by CRA 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 CRA 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 CRA 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 CRA 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 CRA'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 CRA, 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 Consultant and the CRA and the CRA 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 CRA, which consent may be withheld by the CRA in its sole and absolute discretion. This Agreement shall run to the CRA 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 CRA 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 CRA 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 CRA designate the following as the respective places for giving such notice:

CRA: Larry M. Spring, Jr.
CRA Executive Director
City Hall
776 N.E. 125th Street, 4th Floor
North Miami, Florida 33161
Telephone No. (305) 895-9888
Facsimile No. (305) 893-1367

With a copy to:

Steven W. Zelkowitz
CRA Attorney
Fox Rothschild LLP
One Biscayne Tower
2 S. Biscayne Boulevard, Suite 2750

Miami, FL 33131
Telephone No. (305) 442-6540
Facsimile No. (305) 442-6541

Consultant: Mike Wiley
Timmons Group, Inc.
1001 Boulders Parkway, Suite 300
Richmond, Virginia, 23225
Telephone No. (804) 200-6500
Facsimile No. (804) 560-1016

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 CRA 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 CRA 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. 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.

CONSULTANT:

TIMMONS GROUP, INC.,
a Virginia company

DocuSigned by:
Randy Trott
By: _____
Name: Randall Trott
Title: Principal

CRA:

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

DocuSigned by:
Phillippe Bien-Aime
By: _____
Philippe Bien-Aime
Chairman

DocuSigned by:
Larry M. Spring, Jr.
By: _____
Larry M. Spring, Jr.
Executive Director

Attest:

DocuSigned by:
[Signature]
By: _____
Vanessa Joseph, Esq.
City Clerk

Approved as to form and legal sufficiency:

DocuSigned by:
Steven W. Belkowitz
By: _____
Fox Rothschild, LLP, CRA Attorney

EXHIBIT "A"

PROPOSAL



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 Richmond, VA 23225

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Client:	North Miami CRA	Date:	8/20/2019
Contact:	Mike Wiley	Client Lead:	Rasha Soray-Cameau
Phone No:	917-848-6504	Project Manager:	Mike Wiley
E-mail:	mike.wiley@timmons.com	Project Name:	Redevelopment Map

Project Understanding

North Miami Community Redevelopment Agency (CRA) would like to publish information about its ongoing projects to the public through a new interactive mapping website. This new site should be integrated with their website and will replace the existing mapping page (<https://www.northmiamicra.org/about/maps>).

Proposed Approach

Timmons Group proposes to develop an Esri Story Map to house the content that the CRA would like to publish to the public. The City of North Miami has the appropriate accounts from Esri in order to do this work and Timmons Group would need one of the Esri accounts assigned to our technical lead (Brian Kingery) in order to develop the website.

Key Staff

Our project manager for this project is **Mike Wiley, a senior consultant and Director of Business Development at Timmons Group**. Mike has nearly 30 years' experience in designing mapping IT solutions for his clients. He will ensure that staff resources needed for this contract are available when needed. Mike will serve as your dedicated point of contact and is responsible for coordinating the API development along with day-to-day management of project tasks. He provides our clients with exceptional insight and ability to move projects forward by helping everyone focus on the task at hand with his leadership.

Project Administrator

Our project administrator for this project is **Renee Judkins, PMP, GISP**. Renee provides our clients with exceptional insight and ability to move projects forward by helping everyone focus on the task at hand. She has over 12 years of GIS consulting experience with a focus on state and local governments. Renee's success, in part, is due to the passion and integrity she brings to every project. Renee will prepare the invoices and internally track the projects' budget.

Story Map Lead

Brian Kingery will serve as the Story Map lead for this project. Brian is a GIS System Administrator in Timmons Group's Geospatial Division. He performs tasks related to systems management/administration, web administration, database administration & development, and applications configuration / development. Brian has worked on many system architecture design, development, and implementation projects for Federal, State, and Local governments throughout the USA. He is well versed in implementing Enterprise systems and has worked on projects utilizing both custom and COTS applications



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Developer

Jarrett Green, technical developer on the Timmons Group Geospatial Services Team. He performs tasks related to GIS development, python scripting, mapping, data development, data analysis and project deliverable quality control based on defined parameters. Jarrett has worked on multiple ArcGIS Online projects for local governments. He is well versed in ArcGIS Desktop and Enterprise systems and has worked on projects utilizing both custom and COTS applications. Jarrett has helped local governments implement and maintain their enterprise GIS leveraging both traditional and cloud-based strategies

Lead Data Analyst

Jennifer Kennedy is a Data Analyst on the Timmons Group Geospatial Services Team. She focuses on data analysis and workflow design to support data conversion and validation. Her project experience includes: data workflow design, data conversion, mapping, and implementation of quality control and workflow tools from Esri's Production Mapping suite. In addition, Jennifer conducts training seminars on Esri tools such as Data Reviewer and Task Assistant Manager, and she regularly provides training for clients on these topics

Project Tasks

Task 1 – Project Initiation

Timmons Group will convene a short kickoff meeting via web conference with the CRA. The purpose of the kickoff meeting is to bring together the entire project team to ensure that the scope, deliverables, source data and schedule are well known by all team members. Soon after the project kickoff, one of the City of North Miami's Esri ArcGIS Online accounts will need to be assigned to Brian Kingery.

Task 2 – Data Gathering and Assessment

Timmons Group has received some data needed for this project. Timmons Group will create a source data summary sheet to identify what data will be used in the Story Map. An assessment of the received data will be made to determine what data processing steps may be needed to the source data before it can be leveraged in the Story Map.

This documentation will be helpful to understand how the source data (as it changes) will need to be processed before it can be used to update the Story Map.

Task 3 – Data Processing and Content Creation

During this task, each dataset that needs some level of data processing will be performed. Timmons Group expects that these steps will be manual tasks but if data automation can be achieved for any of the data processing steps, we will develop data automation routines as well.

We also expect that it will be desirable to have some content created by CRA staff to be incorporated into the source data. This content help “tell the story”

Task 4 – Story Map development and Content Creation

At this point, we have received the data and processed that core data to be loaded into the Story Map. The data will then be loaded into the Story Map and stylized with input from the CRA. Placeholders for additional text narratives, photos and videos will be embedded into the Story Map for the purposes of laying out the full story. Timmons Group will discuss ideas for content CRA staff through the design and creation of the Story Map. Actual content creation will the responsibility of CRA staff.



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Task 5 – Integration with CRA website

While the Story Map can be a standalone website, the CRA requires that it be integrated within their existing website. Timmons Group will design and author the Story Map so that it will be integrated with the CRA website. Actual integration with <https://www.northmiamicra.org/> will need to be accomplished by the administrator of that site. Timmons Group will work the CRA website administrator to get the Story Map integrated with the CRA website.

Ongoing Project management

Timmons Group will provide ongoing project management support throughout this project to include:

Biweekly Project Coordination Meetings

Project team members provide our Project Manager with weekly status reports detailing the work in progress including completed tasks; planned tasks; anticipated conflicts. Our Project Manager reviews these reports and meets with the project team members to determine and schedule the required actions. Discussion topics are logged and made available to all team members.

Project Schedule Coordination

Project scheduling and task management is proactively monitored using Microsoft Project (or [Smartsheet](#)) software. Project schedules, tasks, deliverables, and milestones are continuously monitored and adjusted as required. An updated project schedule are made available to all interested parties.

Project Progress Report

Our Project Manager provides the client's Project Manager with a written weekly or bi-weekly status report, the frequency of which is dependent on the client needs. Each report details significant progress made the previous month; activities planned for the current month; and project issues requiring resolution.

Costs, Schedule and Invoicing

It is expected that two versions of the Story Map will be developed. Version-1 of the Story Map will be completed on a fixed-fee basis for \$25,000 to be paid based on task completion as follows:

Tasks	Amount
Task 1: Project Initiation	\$2,000
Task 2: Data Gathering and Assessment	\$3,000
Task 3: Data Processing and Content Creation	\$4,500
Task 4: Story Map development and Content Creation v1	\$14,500
Task 5: Integration with CRA website	\$1,000
Total Fees	\$25,000



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Task Name	Start	Finish	Duration	Aug 11							Aug 18							Aug 25							Sep 1							Sep 8							Sep 15							Sep 22							Sep 29									
				F	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W
North Miami CRA StoryMap																																																														
Contracting	08/15/19	08/20/19	4d	[Gantt bar from Aug 15 to Aug 20]																																																										
Issue SOW	08/15/19	08/15/19	1d	[Gantt bar at Aug 15]																																																										
Review SOW	08/16/19	08/19/19	2d	[Gantt bar from Aug 16 to Aug 19]																																																										
Sign SOW	08/20/19	08/20/19	1d	[Gantt bar at Aug 20]																																																										
Project Delivery	08/21/19	10/01/19	29d	[Gantt bar from Aug 21 to Oct 1]																																																										
Task 1: Project Initiation	08/21/19	08/23/19	3d	[Gantt bar from Aug 21 to Aug 23]																																																										
Task 2: Data Gathering and Assessment	08/21/19	09/04/19	10d	[Gantt bar from Aug 21 to Sep 4]																																																										
Task 3: Data Processing and Content Crea	08/26/19	09/09/19	10d	[Gantt bar from Aug 26 to Sep 9]																																																										
Task 4: Story Map development and Conte	08/30/19	09/27/19	20d	[Gantt bar from Aug 30 to Sep 27]																																																										
Task 5: Integration with CRA website	09/30/19	10/01/19	2d	[Gantt bar from Sep 30 to Oct 1]																																																										

Costs and schedule for Version-2 of the Story Map will be determined at the completion of Version-1.

We will proceed upon receipt of this signed agreement. Should you have any questions, you can reach Mike Wiley directly at 917-848-6504 or via email at mike.wiley@timmons.com.

 Timmons Group Date

ACKNOWLEDGED AND ACCEPTED:

On behalf of the North Miami CRA, this Agreement, is accepted and agreed to as of the date written below.

By: _____
 Name: _____
 Title: _____
 Date: _____