CRA PROFESSIONAL SERVICES AGREEMENT

THIS AGREEMENT (the "Agreement") is made and entered into as of January 18, 2023 (the "Effective Date"), by and between the **HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "HBCRA") having an address at 400 S. Federal Highway, Hallandale Beach, Florida 33009, and **COMMUNITY GREENING CORP.**, a Florida not for profit corporation (the "Consultant") having an address at 3601 N. Military Trail, Social Impact Lab at Lynn University, Boca Raton, FL 33431.

R E C I T A L S

1. The HBCRA 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 HBCRA of certain consultant services generally consisting of organizing community tree giveaways to residents, providing a comprehensive City-wide tree planting program on City property (parks and ROWs), as well as working with private partners to identify planting locations on non-City property all within the Community Redevelopment Area ("CRA") consistent with the HBCRA Redevelopment Modification Plan 2020 approved by Resolution No. 2023-_____ CRA, as set forth in the Consultant's proposal attached hereto as Exhibit "A" and by this reference made a part hereof (the "Scope of Work"). The parties acknowledge and agree that the Scope of Work 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 Scope of Work, the terms and conditions of this Agreement shall control.

2. Services and Responsibilities

2.1 The Consultant hereby agrees to perform the services as assigned and directed by the HBCRA to the Consultant from time to time for the compensation set forth in Section 4. 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 HBCRA and completed with time frames as agreed upon by the parties from time to time. The term of this Agreement shall for be for an initial term of one (1) year commencing on the Effective Date; provided, however, the HBCRA in its sole discretion as determined by the HBCRA Executive Director, may upon written notice the Consultant extend the initial term on an annual basis for up to two (2) successive additional one (1) year terms. In the event the HBCRA does not extend the initial term or any subsequent additional term, this Agreement shall then terminate upon the expiration of the then current term. The Scope of Work shall be completed prior to the expiration of the term.

2.2 Consultant hereby represents and warrants to the HBCRA 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, Broward County and the City of Hallandale Beach to perform the Scope of Work.

2.3 Consultant shall report to the HBCRA Executive Director or his designee. During the conduct of the performance of its services, Consultant shall schedule regular meetings with the HBCRA Executive Director or his designee to discuss the progress of the work. The Consultant shall provide written progress reports and a final report to the HBCRA setting forth status and completion of milestones as well as other performance measures demonstrating Consultant's compliance with this Agreement and the Scope of Work as directed by the HBCRA Executive Director or his designee. Additionally, the Consultant may be evaluated on annual basis.

2.4 Consultant hereby represents to the HBCRA, with full knowledge that HBCRA is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise and experience 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 HBCRA to cooperate with the HBCRA and exercise the Consultant's skill and judgment in furthering the interests of the HBCRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the HBCRA's interests. The HBCRA 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 HBCRA shall be based on the fee provided in the Scope of Work, which fee shall not exceed Two Hundred Ninety Five Thousand One Hundred Thirty Three and 29/100 Dollars ($295,133.29) (the "Fee"). The Fee 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. Payment by the HBCRA of the Fee for the Scope of Work performed shall be deemed full compensation to the Consultant for the performance of this Agreement.

4.2 Consultant shall submit to the HBCRA written invoices upon completion of certain tasks in the Scope of Work as agreed upon by the HBCRA and the Consultant. Each invoice shall include a detailed billing statement for services rendered and any other supporting documentation as reasonably requested by the HBCRA. With respect to the procedures for payment, the HBCRA 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. HBCRA 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 HBCRA Board of Directors; provided, however, notwithstanding the foregoing, the Fee may be increased by up to ten percent (10%) annually by the HBCRA Executive Director without the approval of the HBCRA Board of Directors.

6. Termination.

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

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

6.2.1 Persistently or repeatedly refuses or fails to follow HBCRA'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 this Agreement.

When any of the above reasons exist, the HBCRA 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 HBCRA at law or in equity, the Consultant shall be liable to HBCRA for all reasonable excess completion costs and costs to correct as a result of said termination including, but not limited to, monetary damages and attorneys' fees and costs. Any amounts owed by the Consultant to the HBCRA pursuant to the previous sentence may be offset and credited by the HBCRA against any payments owed by the HBCRA to the Consultant at the time of termination.

6.3 Termination by the HBCRA for Convenience. Notwithstanding anything in the Agreement to the contrary, HBCRA 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.

6.4 Waiver of Consequential and Punitive Damages. Consultant acknowledges and agrees that Consultant shall not be entitled to, and hereby waives any claims for consequential or punitive damages in connection with the termination of this Agreement by either the Consultant or the HBCRA as set forth in Sections 6.1, 6.2 and/or 6.3 above, as well as in connection with, arising from or related to any other matter whatsoever between the

parties including, but not limited to claims, lawsuits, arbitrations and mediations.

7. Insurance. Consultant agrees to maintain, on a primary basis and at its sole expense, at all times during the provision of the Scope of Work and thereafter for the period of the applicable Statue of Limitations and applicable Statute of Repose the following insurance coverage's, limits, including endorsements described herein. The requirements contained herein, as well as HBCRA's review or acceptance of insurance maintained by Consultant is not intended to and shall not in any manner limit or qualify the liabilities or obligations assumed by Consultant under any resulting contract.

Commercial General Liability. Consultant agrees to maintain Commercial General Liability at a limit of liability not less than $1,000,000 Each Occurrence, $1,000,000 Annual Aggregate. Coverage shall not contain any endorsement(s) excluding nor limiting Product/Completed Operations, Contractual Liability or Cross Liability.

Business Automobile Liability. Consultant agrees to maintain Business Automobile Liability at a limit of liability not less than $1,000,000 Each Occurrence. Coverage shall include liability for Owned, Non-Owned & Hired automobiles. In the event Consultant does not own automobiles, Consultant agrees to maintain coverage for Hired & Non-Owned Auto Liability, which may be satisfied by way of endorsement to the Commercial General Liability policy or separate Business Auto Liability policy.

Worker's Compensation Insurance & Employers Liability. Consultant agrees to maintain Worker's Compensation Insurance & Employers Liability in accordance with Florida Statute Chapter 440.

Professional Errors & Omissions Liability. If applicable, Consultant agrees to maintain Professional Error's & Omissions Liability at a limit of liability not less than $1,000,000 Each Occurrence $2,000,000 Annual Aggregate. The Consultant agrees the policy shall include a minimum three (3) year Discovery (tail) reporting period, and a Retroactive Date that equals or precedes the effective of the Contract, or the performance of services hereunder. The Consultant agrees the Self-Insured-Retention shall not exceed $25,000.

Additional Insured. Consultant agrees to endorse HBCRA as an Additional Insured with a CG 2026 07 04 Additional - Insured – Designated Person or Organization endorsement or CG 2010 19 01 Additional Insured - Owners, Lessees, or Consultants – Scheduled Person or Organization or CG 2010 07 04 Additional Insured - Owners, Lessees, or Consultants – Scheduled Person or organization in combination with CO 2037 07 04 Additional Insured - Owners. Lessees Consultants- Completed Operations, or similar endorsements, to the Commercial General Liability. The Additional Insured shall read "Hallandale Beach Community Redevelopment Agency"

Waiver of Subrogation. Consultant agrees by entering into this contract to *a Waiver* of Subrogation for each required policy herein. When required by the insurer, or should a policy condition not permit Consultant to enter into a pre-loss agreement to waive subrogation without an endorsement, then Consultant agrees to notify *the* insurer and request the policy be endorsed with a Waiver of Transfer of Rights of Recovery Against Others, or its equivalent. This Waiver of Subrogation requirement shall not apply to any policy, which includes a condition specifically prohibiting such an endorsement, or voids coverage should Consultant enter into such an agreement on a pre-loss basis.

Certificate(s) of Insurance. Consultant agrees to provide HBCRA a Certificate(s) of Insurance evidencing that all coverage's, limits and endorsements required herein are maintained and in full force and effect. Said Certificate(s) of Insurance shall include a minimum thirty (30) day endeavor to notify due to cancellation or non-renewal of coverage. The Certificate Holder address shall read:

City of Hallandale Beach
Risk Manager
400 South Federal Highway
Halladale Beach, FL 33009

Umbrella or Excess Liability. Consultant may satisfy the minimum liability limits required above for Commercial General Liability or Business Auto Liability under an Umbrella or Excess Liability policy. There is no minimum Per Occurrence limit of liability under the Umbrella or Excess Liability; however, the Annual Aggregate limit shall not be less than the highest "Each Occurrence" limit for either Commercial General Liability or Business Auto Liability. Consultant agrees to endorse HBCRA as an "Additional Insured" on the Umbrella or Excess Liability, unless the Certificate of Insurance states the Umbrella or Excess Liability provides coverage on a "Follow-Form" basis.

Right to Revise or Reject. HBCRA reserves the right, but not the obligation, to revise any insurance requirement, not limited to limits, coverages and endorsements, or to reject any insurance policies which fail to meet the criteria stated herein. Additionally, HBCRA reserves the right, but not the obligation, to review and reject any insurer providing coverage due of its poor financial condition or failure to operating legally.

8. Indemnification. In consideration of the entry of this Agreement, the Consultant agrees, to indemnify, protect, defend, and hold harmless the HBCRA 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 HBCRA 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.

9. Miscellaneous

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

9.2 Records. Consultant shall 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 HBCRA 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 HBCRA 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 HBCRA 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 HBCRA'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 HBCRA, 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 HBCRA and the HBCRA 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 HBCRA, which consent may be withheld by the HBCRA in its sole and absolute discretion. This Agreement shall run to the HBCRA and its successors and assigns.

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

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 HBCRA 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 HBCRA designate the following as the respective places for giving such notice:

HBCRA: Jeremy Earle, Executive Director
Hallandale Beach Community Redevelopment Agency
400 S. Federal Highway
Hallandale Beach, FL 33009
Telephone No. (954) 457-1300
Facsimile No. (954) 457-1454

Copy to: Steven W. Zelkowitz
HBCRA Attorney
Taylor English Duma LLP
601 Brickell Key Drive, Suite 700
Miami, FL 33131
Telephone No. (305) 301-5533
Facsimile No. (770) 434-7376

Consultant: Mark Cassini, President
Community Greening Corp.
3601 N. Military Trail
Social Impact Lab at Lynn University
Boca Raton, FL 33431
Telephone No. (_____) _____
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.

9.9 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.

9.10 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 Broward County.

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

9.12 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 HBCRA or Consultant.

9.13 Ethics Requirements. Consultant is responsible for educating itself on, and complying with, the various ethics and conflict of interest provisions of Florida law, Broward County Ordinance and City Code.

9.14 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.

9.15 Counterparts. 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.

9.16 Survival. All covenants, agreements, representations and warranties made herein or otherwise made in writing by any party pursuant hereto shall survive the execution and delivery of this Agreement and the consummation of the transactions contemplated hereby.

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. 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.

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

CONSULTANT:

COMMUNITY GREENING CORP.
a Florida not for profit corporation

By:_____
Mark Cassini
President

Dated: January ____, 2023

HBCRA:

HALLANDALE BEACH COMMUNITY REDEVELOPMENT AGENCY
a public body corporate and politic

By:_____
Jeremy Earle
Executive Director

ATTEST:

By:_____
Jenorgen M. Guillen
HBCRA Secretary

Approved as to form and legal sufficiency:

By:_____
Taylor English Duma LLP
HBCRA Attorney

Dated: January ____, 2023