

SERVICE AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____ 2019, by the POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY, hereinafter referred to as “CRA” and DIGITAL GRASS, LLC, a Florida limited liability company, hereinafter referred to as “Contractor.”

WHEREAS, CRA requires services which Contractor is capable of providing under the terms and conditions hereinafter described or referenced; and

WHEREAS, Contractor is able and prepared to provide such services as CRA requires, under the terms and conditions set forth below.

NOW, THEREFORE, in consideration of those mutual promises and the terms and conditions set forth hereafter, the parties agree as follows:

1. Contract Documents. The Contract Documents consist of this Agreement; Exhibit “A” – RFP E-01-19; Exhibit “B” insurance requirements; Exhibit “C” Tiered Memberships; and any modifications issued after execution of this Agreement. These form the Agreement, and all are as fully a part of the Agreement as if attached to this Agreement or repeated herein.

2. Purpose. CRA hereby contracts with Contractor to provide Management and Operations Services for a Membership Based Coworking Facility located at 501 Martin Luther King, Jr. Boulevard (f/k/a Hammondville Road) (the “Facility”) upon the terms and conditions herein set forth.

3. Scope of Work. Contractor will provide the services to be rendered as set forth in Exhibit “A” and referenced as “Scope of Services” and as “Task/Deliverables,” both of which are incorporated herein and made a part hereof as follows;

3.1 Scope of Services:

3.1.1 The Contractor shall provide basic support services including IT, facility maintenance, administrative, and security. The Contractor shall also develop programming that supports entrepreneurs with mentorships, social networking events, and financial and legal guidance.

3.1.2 The proposed features of the co-working space include dedicated workstations and shared desk space with access to standard office resources, including high speed internet, copy machines, printers, coffee station, kitchen and on-site staff to provide tenants with technical assistance. Meeting space should feature white boards, projectors, display screens, conference phone lines and a room reservation system. Social/Convening space should be utilized for creative and engaging community and social events, programs, lectures series and presentations

3.2 Tasks/Deliverables: The Contractor shall be required to complete the following tasks/deliverables:

3.2.1 Design and launch a well-managed, fully equipped, membership-based co-working space

3.2.2 Offer multiple flexible membership packages that include, at a minimum, the tiered memberships described in Contractor's response to the RFP attached to this Agreement as Exhibit "C."

3.2.3 Develop a self-sustaining co-working space

3.2.4 Recruit staff

3.2.5 Develop a marketing plan that addresses outreach, social media, website, promotions

3.2.6 Manage the co-working space including strategic planning, fiscal responsibility, procurement and selection of vendors and suppliers, tracking metrics, co-working space tenant policies, and co-working space tenant/customer relations

3.2.7 Implement a work exchange system to encourage business development and foster business relationships between members.

3.2.8 Offer a variety of networking and social events for members.

3.2.9 Provide any other services described in Exhibit "A" attached hereto.

3.3 Hours of Operation:

3.1.1 Hours of Operation shall be 10:00am – 6:00pm, Monday – Friday. Access will be allowed between the hours of 8:00am to 9:00pm Monday – Saturday. No access will be allowed on Sunday.

3.4 Reports. Contractor shall provide a monthly report to the CRA by the 5th day of the following month which shall include, but not be limited to the following information;

3.4.1 Tiered Memberships – total number of members to date, number attracted per month and members per category including name/business type/address/city of origin.

3.4.2 Monthly Occupancy Level

3.4.3 Marketing and outreach efforts (type i.e. Mail Chimp, Facebook, Instagram, etc.)

3.4.4 Events – including the type of event, attendance, etc. (Events are to be held Monday-Friday and end no later than 8:00pm.)

3.4.5 Programs developed and number of businesses assisted with mentorship, social networking, financial and legal guidance.

3.4.6 All other progress associated with the task/deliverables in 3.2 above.

4. Term of Contract. This Agreement shall be for a one (1) year period, commencing upon the Effective Date of this agreement which shall be the earlier of September 1, 2019 or the installation of the minimum number of work desks to begin operations.

5. Renewal. If the CRA determines the Contractor to be in full compliance with this Agreement and Contractor's performance to be satisfactory, then the CRA, in its sole discretion, and with CRA Board approval, shall have the option to renew this contract for two (2) additional one (1) year periods upon the written consent of both the CRA and the Contractor. The CRA will provide notification within sixty (60) days of the Agreement's expiration date of its intention to renew. Such option to renew is subject to funding availability.

6. Payment Obligations.

6.1 Capital Fund. The CRA intends to share space at the Facility with Contractor. Pursuant to the RFP, the CRA has agreed to provide seed money for capital improvements to the Facility (the "Capital Fund"). As also provided in the RFP, such funds will not be provided on a continuing basis. The Capital Fund is \$50,000. The CRA will provide capital improvements to the Facility for the co-working space up to the amount of the Capital Fund. Such improvements shall include, to the extent capital funds are available:

6.1.1 Security Services which includes keyless pad entry and installation of cameras

6.1.2 Installation of high-speed internet access (not monthly access fees).

6.1.3 Furniture – to be chosen by the CRA eight (8) (4 seats each) work desk, two (2) round (48") per table (4 seats each). Thirty-two (32) desk Chairs, eight (8) chairs. Maximum seating capability is forty (40) seats.

6.1.4 Conference Table

6.1.5 Eight (8) to Ten (10) Conference Room Chairs

6.1.6 Television(s) – maximum two (2)

6.1.7 Installation of two (2) telephones - One (1) Conference Room Telephone. One (1) telephone in coworking space (not monthly access fees).

6.1.8 Lounge chairs, couch, and reception desk if the space and budget allows which is yet to be determined.

6.1.9 White board in Conference Room

6.1.10 Garbage cans, desk lamps

6.2 CRA Obligations: The CRA will be responsible for the following expenses:

6.2.1 Monthly rent at \$3,302.00 (Increased annually at 3%) plus applicable sales taxes per month

6.2.2 Water, electric, security monitoring and office cleaning janitorial services.

6.2.3 Maintenance and repairs to the Facility, unless such repairs are caused by Contractor or Contractor's coworking tenant.

- 6.3 Contractor's Obligations: Contractor will be responsible for the following expenses:
- 6.3.1 Monthly internet services for the coworking space.
 - 6.3.2 Monthly telephone services for the coworking space.
 - 6.3.3 Coffee, snacks, kitchen appliances (coffeemaker/microwave) and office supplies for the coworking space.
 - 6.3.4 Cleaning services after coworking space events.
 - 6.4.5 Any other operational expenses associated with the task/deliverables in 3.2 above.

7. Disputes.

7.1 Any factual disputes between CRA and the Contractor in regard to this Agreement shall be directed to the CRA Executive Director for the CRA, and such decision shall be final.

7.2 Any action brought against either party to enforce this Agreement will be brought in Broward County, Florida.

8. Communications. All notices hereunder and communications with respect to this Agreement shall be effective upon the mailing thereof to the persons named below.

If to Contractor: Michael Hall
Digital Grass, LLC
1951 NW 7th Avenue
160-163
Miami, FL 33136

If to CRA: POMPANO BEACH COMMUNITY REDEVELOPMENT
AGENCY
CRA Executive Director
P. O. Box 1300
Pompano Beach, Florida 33060

9. Information and Documents. All information, data, reports, as are existing, if any, and necessary for carrying out the work as outlined in Exhibit "A" hereof, shall be furnished to Contractor without charge by CRA, and CRA shall cooperate in the carrying out of the work without undue delay.

10. Termination. This Agreement may be terminated without cause by either party upon thirty (30) days written notice to the other party.

11. Force Majeure. Contractor shall not be held responsible for losses, delays, failure to perform or excess costs caused by events beyond the control of the Contractor. Such events may

include, but are not restricted to the following: Acts of God; fire, epidemics, earthquake, flood or other natural disaster; acts of the government; riots, strikes, war or civil disorder; unavailability of fuel.

12. Insurance. Throughout the term of this Agreement, Contractor shall procure and maintain liability insurance in the type and amounts set forth in Exhibit "B" attached hereto. Such insurance shall specify that it is issued on an "occurrence" basis. Contractor shall name the CRA and the City of Pompano Beach (the "City") as additional insureds on said policies and shall provide evidence of such insurance. Such policies shall provide that they may not be canceled without at least thirty (30) days' notice to CRA.

13. Indemnity. The Contractor shall defend, indemnify and hold the CRA, the City and their officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or in connection with the performance of this Agreement, except for injuries and damages caused by the sole negligence of the CRA or the City. The parties agree that making the space available to Contractor at the Facility for the work of the Agreement shall constitute specific consideration to Contractor for the indemnification to be provided under the Agreement.

14. Assignment. Contractor shall not assign all or any portion of this Agreement without the prior written consent of the CRA, and it is agreed that said consent must be sought in writing by Contractor not less than fifteen (15) days prior to the date of any proposed assignment.

15. Performance Under Law. The Contractor, in the performance of duties under the Agreement, agrees to comply with all applicable local, state and/or federal laws and ordinances including, but not limited to, standards of licensing, conduct of business and those relating to criminal activity.

16. Audit and Inspection Records. The Contractor shall permit the authorized representatives of the CRA to inspect and audit all data and records of the Contractor, if any, relating to performance under the contract until the expiration of three years after final payment under this contract.

The Contractor further agrees to include in all his subcontracts hereunder a provision to the effect that the subcontractor agrees that CRA or any of their duly authorized representatives shall, until the expiration of three years after final payment under the subcontractor, have access to and the right to examine any directly pertinent books, documents, papers and records of such subcontractor, involving transactions related to the subcontractor.

17. Adherence to Law. Both parties shall adhere to all applicable laws governing their relationship with their employees including, but not limited to, laws, rules, regulations and policies concerning worker's compensation, unemployment compensation and minimum wage requirements.

18. Independent Contractor. The Contractor shall be deemed an independent Contractor for all purposes, and the employees of the Contractor or any of its contractors, subcontractors and the employees thereof, shall not in any manner be deemed to be employees of CRA. As such, the employees of the Contractor, its Contractors or subcontractors, shall not be subject to any

withholding for tax, social security or other purposes by CRA, nor shall such Contractor, subcontractor or employee be entitled to sick leave, pension benefits, vacation, medical benefits, life insurance, workers or unemployment compensation or the like from CRA.

19. Mutual cooperation. The Contractor recognizes that the performance of this contract is essential to the provision of vital public services and the accomplishment of the stated goals and mission of CRA. Therefore, the Contractor shall be responsible to maintain a cooperative and good faith attitude in all relations with CRA and shall actively foster a public image of mutual benefit to both parties. The Contractor shall not make any statements or take any actions detrimental to this effort.

20. Public Records.

A. The POMPANO BEACH COMMUNITY REDEVELOPMENT AGENCY is a public agency subject to Chapter 119, Florida Statutes. The Contractor shall comply with Florida's Public Records Law, as amended. Specifically, the Contractor shall:

1. Keep and maintain public records required by the CRA in order to perform the service.

2. Upon request from the CRA's custodian of public records, provide the CRA with a copy of requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law.

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the Contractor does not transfer the records to the CRA.

4. Upon completion of the contract, transfer, at no cost to the CRA, all public records in possession of the Contractor, or keep and maintain public records required by the CRA to perform the service. If the Contractor transfers all public records to the CRA upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the CRA, upon request from the CRA's custodian of public records in a format that is compatible with the information technology systems of the CRA.

B. Failure of the Contractor to provide the above described public records to the CRA within a reasonable time may subject Contractor to penalties under 119.10, Florida Statutes, as amended.

PUBLIC RECORDS CUSTODIAN

**IF THE CONTRACTOR HAS QUESTIONS REGARDING
THE APPLICATION OF CHAPTER 119, FLORIDA**

**STATUTES, TO THE CONTRACTOR'S DUTY TO
PROVIDE PUBLIC RECORDS RELATING TO THIS
CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC
RECORDS AT:**

**CRA ADMINISTRATOR
100 W. Atlantic Blvd., Suite 276
Pompano Beach, Florida 33060
(954) 786-5535**

21. Governing Law. This Agreement has been and shall be construed as having been made and delivered within the State of Florida, and it is agreed by each party hereto that this Agreement shall be governed by the laws of the State of Florida, both as to interpretation and performance. Any action at law, or in equity, shall be instituted and maintained only in courts of competent jurisdiction in Broward County, Florida.

22. Waiver. Any waiver of any breach of the covenants herein contained to be performed by Contractor shall not be deemed or considered as a continuing waiver and shall not operate to bar or prevent the CRA from declaring a forfeiture for any succeeding breach either of the same condition or covenant or otherwise.

23. Entire Agreement. This document incorporates and includes all prior negotiations, correspondence, conversations, agreements or understandings applicable to the matters contained herein, and the parties agree that there are no commitments, agreements or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written.

24. Headings. The headings or titles to sections of this Agreement are not part of the Agreement and shall have no effect upon the construction or interpretation of any part of this Agreement.

25. Severability. Should any provision of this Agreement or the applications of such provisions be rendered or declared invalid by a court action or by reason of any existing or subsequently enacted legislation, the remaining parts of provisions of this Agreement shall remain in full force and effect.

The Contractor for himself and for his heirs, executors, administrators, successors and assigns, does hereby agree to the full performance of all the covenants herein contained upon the part of the Contractor.

It is further provided that no liability shall be attached to the CRA by reason of entering into this contract, except as expressly provided herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the day and year hereinabove written.

Signed, Sealed and Witnessed
In the Presence of:

**POMPANO BEACH COMMUNITY
REDEVELOPMENT AGENCY**

Print Name: _____

By: _____
Rex Hardin, Chairman

Print Name: _____

By: _____
Gregory P. Harrison Executive Director

Print Name: _____

ATTEST:

Marsha Carmichael, Secretary

STATE OF FLORIDA
COUNTY OF BROWARD

The foregoing instrument was acknowledged before me this _____ day of _____, 2019, by Rex Hardin as Chairman, Gregory P. Harrison as Executive Director and Marsha Carmichael as Secretary, all of the Pompano Beach Community Redevelopment Agency, who are personally known to me.

NOTARY'S SEAL:

NOTARY PUBLIC, STATE OF FLORIDA

(Name of Acknowledger Typed, Printed or Stamped)

Commission Number

"CONTRACTOR"

DIGITAL GRASS, LLC
a Florida limited liability company

Witnesses:

Nguyen Tran
(Print or Type Name)

Danielle Sabat
(Print or Type Name)

By: [Signature]

Print Name: Michael Hall

Title: CEO

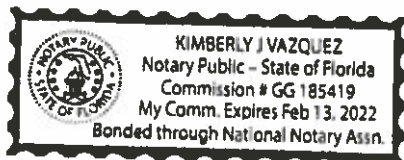
Business License No. 18-97007

STATE OF FLORIDA

COUNTY OF Broward

The foregoing instrument was acknowledged before me this 13 day of May, 2019, by Michael Hall as CEO of Digital Grass LLC, a Florida limited liability company on behalf of the company. He/she is personally known to me or who has produced _____ (type of identification) as identification.

NOTARY'S SEAL:



[Signature]
NOTARY PUBLIC, STATE OF FLORIDA

Kimberly Vazquez
(Name of Acknowledger Typed, Printed or Stamped)

GG185419
Commission Number