

**CITY OF NORTH MIAMI
FINANCIAL LITERACY PROGRAM AGREEMENT**

THIS FINANCIAL LITERACY PROGRAM AGREEMENT (“Agreement”) is entered into this 7th day of April, 2017, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida 33161 (“City”), and **Transamerica Financial Advisors, Inc.**, a Foreign Profit Corporation, registered and authorized to do business under the laws of the State of Florida, having its principal office at 570 Carillon Parkway, St. Petersburg, FL 33716 (“Contractor”). The City and Contractor shall collectively be referred to as the “Parties”, and each may individually be referred to as a “Party”.

RECITALS

WHEREAS, the City desires to hire Contractor to provide financial literacy classes for the City’s Financial Literacy Program (“Program”) as it relates to the organization and implementation of the Program; and

WHEREAS, the Contractor possesses all the necessary qualifications, expertise, personnel and resources to perform the Services.

NOW, THEREFORE, in consideration of the mutual terms and conditions set forth herein and other good and valuable consideration, the Parties hereto agree as follows:

1. **Recitals**: The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.
2. **Scope of Services**. Contractor will provide the following types of instructional services (“Services”) to program participants (“Participants”):
 - a) Title of course/program: Financial Literacy Program
 - b) Day and hour of program meeting:
 - (1) Every Wednesday starting April 4th, 2017 through June 29th, 2017 from 6:00 p.m. – 8:00 p.m. for a total of six (6) sessions.
 - (2) Various times that will be agreed upon with both the City and the Contractor.
 - c) Location:
 - (1) North Miami City Hall located at 776 NE 125 St., North Miami, Florida 33161.
 - (2) Clyde W. Judson Jr. Center located at 12100 N.W. 16 Ave, North Miami, Florida 33167.
 - (3) Various locations that will be agreed upon with both the City and the Contractor.

3. **Contractor Obligations.**

- a) Contractor has represented to the City that he has the expertise and wherewithal to successfully organize and execute The Financial Literacy Program. The Financial Literacy Program is geared to educate North Miami residents on proper financial management. The Contractor will cover all aspects of a successful program including workshops on: Debt Management, Asset Accumulation, Retirement Planning, Wealth Preservation, etc. Contractor understands and agrees that the City's maximum contribution to the program shall be as stated in Paragraph 5 below.
- b) Contractor is responsible for managing, setting up, and executing The Program each week. City will have no obligation to assist with the planning, development, and execution of The Program beyond the venue.
- c) The Contractor shall contact City's designee supervising the class/program in the event any problem should arise including but not limited to problems with the facility, staff and Enrollees.

4. **Term.** This Agreement shall commence as of the last date signed below (the "Effective Date") and shall continue for one (1) calendar year, unless otherwise terminated pursuant of the terms hereof.

5. **Compensation.** In exchange for Services rendered, the City agrees to pay Contractor Five Dollars and No/100 (\$5.00) per enrolled family to cover costs of Program Materials.

6. **Independent Contractor.** The Contractor is deemed to be an independent contractor and not an agent or employee of the City. Accordingly, neither Contractor, nor any of its employees, subcontractors, or representatives shall attain, nor be entitled to, any rights or benefits under the Civil Service or Pension Ordinances of the City, nor any rights generally afforded classified or unclassified employees.

7. **Termination.** The City may terminate this Agreement, with or without cause, upon ten (10) days written notice.

8. **Minimum Enrollment.** Within one (1) day of the first scheduled class, Contractor shall provide City with a full list of enrollees. If the number of enrollees is equal to or less than ten (10), the start date and execution of The Program will be postponed until enrollment numbers are adequate as agreed upon by Contractor and City.

9. **Notices:** All notices, demands, correspondence and communications between the City and Contractor shall be deemed sufficiently given under the terms of this Agreement

when dispatched by registered or certified mail, postage prepaid, return receipt requested, addressed as follows:

Contractor: CT Corporation System, Registered Agent
1200 South Pine Island Rd.
Plantation, FL 33324

City: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Manager

With an additional copy to: City of North Miami
776 N.E. 125th Street
North Miami, Florida 33161
Attention: City Attorney

10. **Public Records**: Contractor understands that the public shall have access, at all reasonable times, to all documents and information pertaining to City contracts, subject to the provisions of Chapter 119, Florida Statutes, and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.
11. **Compliance with Laws**: Contractor agrees to comply with and observe all applicable federal, state, and local laws, rules, regulations, codes and ordinances, as they may be amended from time to time.
12. **Indemnification**. The Contractor agrees to defend, indemnify and hold City harmless from any and all claims, demands, suits, losses, costs, expenses or damages which may be asserted, claimed or recovered against or from the City by reason of any damage to property or bodily injury including death, sustained by anyone, and which claim, demand, suit, loss, cost, expense or damage arises out of this Agreement. The Contractor recognizes the broad nature of the above indemnification and hold harmless clause, and voluntarily makes this covenant in recognition of the valuable consideration provided by City under this Agreement.
13. **Limitation on Liability**. The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability to Contractor for any cause of action due to an alleged breach by the City or for any action or claim by the Contractor arising from this Agreement, so that its liability be limited to a maximum of One Thousand Dollars (\$1,000.00). Accordingly, the Contractor agrees that the City shall not be liable to the Contractor in an amount in excess of One Thousand Dollars (\$1,000.00), for any action or claim by Contractor arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Section 768.28, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees,

investigative costs or pre-judgment interest.

14. **No Assignments.** This is a professional services agreement whereby the City has expressly retained the Contractor. This Agreement is not assignable or transferable in whole or in part.
15. **Applicable Law and Venue.** This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue shall be in Miami-Dade County, Florida.
16. **Default.** If Contractor fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Contractor shall be in default. Upon the occurrence of a default hereunder, the City, in addition to all remedies available to it by law, may immediately, upon written notice to Contractor, terminate this Agreement.
17. **Sole Agreement.** This Agreement constitutes the sole and only agreement of the Parties relating to the subject matter hereof and correctly sets forth the rights, duties, and obligations of each to the other as of its date. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect. No modification or amendment hereto shall be valid unless in writing and executed by the Parties hereto.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, the Parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:
Corporate Secretary or Witness:

By: Keisha Samson

Print Name: Keisha Samson

Date: 04/07/16

Transamerica Financial Advisors, Inc.:
"Contractor"

By: Marie A Limontas

Print Name: MARIE A LIMONTAS

Date: 04/07/16

ATTEST:



By: _____
Michael A. Etienne
City Clerk

City of North Miami, a Florida municipal corporation:
"City"



By: _____
Larry M. Spring, Jr.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:



By: _____
Jeff P. H. Cazeau
City Attorney