

**CITY OF NORTH MIAMI**  
**STANDARDS FOR CONSULTANT AGREEMENT**

**THIS CONSULTANT AGREEMENT** ("Agreement") is made and entered into this 20<sup>th</sup> day of February, 2015, by and between the City of North Miami, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, FL 33161 ("City") and PBA CONSULTING, CORP., ("Consultant"). The City and Consultant shall collectively be referred to as the "Parties", and each may individually be referred to as a "Party."

**RECITALS**

**WHEREAS**, the City of North Miami desires to institute a public awareness initiative to educate, inform and provide limited services to its constituency about immigration reform and other relevant topics, such as consumer rights and landlord-tenant matters, which are further delineated in the proposal, incorporated and attached hereto as "Exhibit A"; and

**WHEREAS**, on November 20, 2014, President Obama announced a series of executive actions to allow certain immigration initiatives to help undocumented immigrants contribute the welfare of the United States; and

**WHEREAS**, a growing coalition of over 50 mayors and cities launched Cities United for Immigration Action, including Atlanta, Phoenix, Arizona; Tampa, Austin, Houston and Detroit and have stated that Obama's executive action could boost local economies, by helping workers access jobs, obtain financial aid for higher education, and even start businesses; and

**WHEREAS**, cities such as Chicago and Los Angeles are part of a coalition called Cities for Citizenship trying to help more eligible U.S. residents become citizens by helping people fill out immigration paperwork, and identifying students and families who might be eligible for deferred action; and

**WHEREAS**, Cities for Citizenship have committed to working with the newly created White House Task Force on New Americans to identify and advocate for ways to best serve diverse communities, helping safeguard immigrants from fraudulent services to ensure that their immigrant constituencies are receiving accurate information through the sources they trust; and

**WHEREAS**, the City of North Miami recognizes the importance of working agencies and stakeholders regarding fraudulent services, reaching eligible applicants through community outreach and public education proactively engage their constituents to make them aware of the opportunities and steps needed to avail themselves of the benefits of the executive action; and

**WHEREAS**, in addition to the pressing immigration issues facing the nation and cities across the country, North Miami residents are also in need of education and information impacting areas of consumer rights and protections, estate planning and landlord/tenant issues to name a few; and

**WHEREAS**, the Consultant possesses all necessary qualifications and expertise to perform the Services for the City and has expressed the capability and desire to perform such

## **VI. PUBLIC RECORDS**

Please be advised that the City and all its activities, unless exempt, are subject to the Public Records Law (Chapter 119, Florida Statutes) and the Sunshine Law (Section 286.011, Florida Statutes). As such, Consultant must observe and comply with the requirements of said laws and all related City policies and procedures.

## **VII. CONFLICTS OF INTERESTS**

Consultant shall represent to the City that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of Services, as provided in the standards set forth in Part III of Chapter 112, Florida Statutes. Consultant shall promptly notify the City Attorney's Office, in writing, of all potential conflicts of interest, which may influence or appear to influence Consultant's judgment or quality of Services. The notice shall identify the perspective business association, interest, or circumstance and the nature of work that Consultant wants to undertake and shall request the City's opinion as to whether the association, interest or circumstance would, in the opinion of the City, constitute a conflict of interest that is entered into by Consultant. The City shall notify Consultant of its opinion within ten (10) days of receipt of notification by Consultant. If, in the opinion of the City, the prospective business association, interests, or circumstance would not constitute a conflict of interest, or circumstance shall not be deemed to be a conflict of interest with respect to the Services provided by Consultant.

## **VIII. RIGHT OF CITY TO TERMINATE**

The City has the right to terminate Consultant's representation at any time, with or without cause, upon written notice to Consultant, and said termination shall become effective upon receipt of said notice. Consultant may terminate its representation upon written notice to the City, and said termination shall become effective upon receipt of said notice unless, however, termination by Consultant would prejudice the City in any manner. Upon termination by either party, Consultant shall transfer all work in progress, completed work, and other materials related to the terminated Services to the City.

## **IX. NOTICE**

All notices or other communications which shall or may be given pursuant to his Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated or as may be changed from time to time.

If to Consultant:

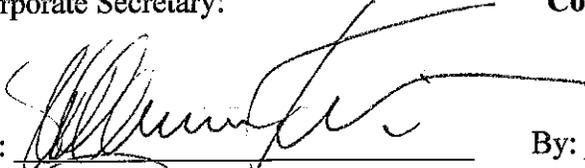
Phillip Brutus, Esq.,  
PBA CONSULTING, CORP.,  
1125 NE 125<sup>th</sup> Street, Suite 101  
North Miami, FL 33161  
phillipbrutus@gmail.com

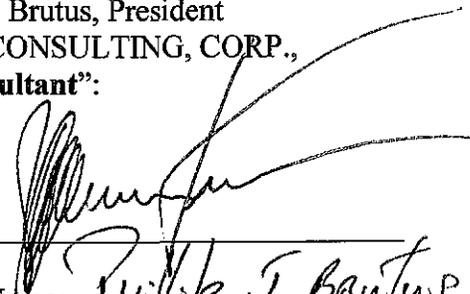
**IN WITNESS WHEREOF**, the parties have executed this Agreement by their respective proper officers duly authorized the day and year first written above.

ATTEST:

Corporate Secretary:

Phillip Brutus, President  
PBA CONSULTING, CORP.,  
"Consultant":

By: 

By: 

Print Name: Phillip J. Brutus

Print Name: Phillip J. Brutus

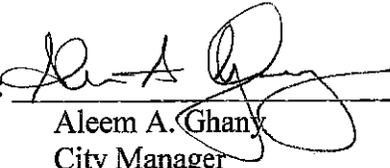
Date: 02-06-2015

Date: 02-06-2015

ATTEST:

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

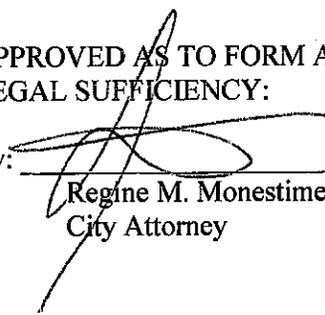
By: 

By: 

Michael A. Etienne  
City Clerk

Aleem A. Ghany  
City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: 

Regine M. Monestime  
City Attorney