

**CITY OF NORTH MIAMI  
PROFESSIONAL SERVICES AGREEMENT  
FOR GRANT ADMINISTRATION SERVICES**

**THIS PROFESSIONAL SERVICES AGREEMENT** (“Agreement”) is made and entered into on \_\_\_\_\_, between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125<sup>th</sup> Street, North Miami, FL (“City”) and **The Greater North Miami Chamber of Commerce, Inc.**, a Florida non-profit corporation registered and existing under the laws of the State of Florida, having its principal business office at 13100 West Dixie Highway, North Miami, FL 33161 (referred to herein as “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 (“City”) is desirous of obtaining a qualified and experienced firm to provide the City with grant administration services to effectively manage and administer the third round of CDBG-CV Relief Grant Programs

**WHEREAS**, grant administration services would include providing qualified staff, completing required training, following and implementing grant program guidelines, receiving and evaluating grant applications, making approval/rejection recommendations, ensuring grant agreements, applications and related documentation are properly executed and filed, completing all required follow up with awarded grantees and lenders, forwarding all completed applications to City departments involved in the program and providing a final report to the City after completion of services; and

**WHEREAS**, on March 23, 2021, the Mayor and City Council passed and adopted Resolution No. 2021-R-33 (“Resolution”), authorizing the execution of a Professional Services Agreement with Consultant for the provision of Services; and

**WHEREAS**, in accordance with the Resolution, the City Manager and City Attorney were authorized to negotiate and execute an agreement with Consultant; and

**WHEREAS**, the City Manager finds that entering into this Agreement to attain the required Services from Consultant in accordance with the terms, conditions and specifications contained in the Contract Documents, is in the best interest of the City.

**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:

**ARTICLE 1 - RECITALS**

- 1.1 The recitals are true and correct and are hereby incorporated into and made a part of this Agreement.

## **ARTICLE 2 - CONTRACT DOCUMENTS**

2.1 The following documents are incorporated into and made part of this Agreement (collectively referred to as the "Contract Documents"):

- 2.1.1 Consultant's Proposal, attached hereto as Exhibit "A";
- 2.1.2 Resolution 2021-R-33, as passed and adopted on March 23, 2021, attached hereto as Exhibit "B"; and
- 2.1.5 Any additional documents which are required to be submitted by Consultant pursuant to Contract Documents.

2.2 In the event of any conflict between the Contract Documents or any ambiguity or missing specification or instruction, the following priority is hereby established:

- 2.2.1 Specific written direction from the City Manager or City Manager's designee.
- 2.2.2 This Agreement.
- 2.2.3 The Proposal.

2.3 The Parties agree that Consultant is responsible for clarifying any ambiguity, conflict, discrepancy, omission, or other error prior to Consultant submitting its Proposal or the right to clarify same shall be waived.

## **ARTICLE 3 – TERM OF AGREEMENT**

3.1 Initial Term. The Initial Term of Agreement shall be a period of one (1) year commencing April 1, 2021 through March 31, 2022.

3.2 Option to Renew. Following the Initial Term, the City reserves the right to renew this Agreement for an additional three (3) successive one-year Term periods. Renewal shall be based on satisfactory performance of Services (as determined by the City), a finding by the City Manager that the Agreement is in the best interest of the City, and mutual acceptance by the Parties in writing.

3.3 Consultant agrees that the performance of Services shall be pursued on schedule, diligently and uninterrupted at a rate of progress which will ensure full completion of Services within the agreed Term of Agreement. Failure to achieve timely Services within the time specified shall be regarded as a material breach to this Agreement subject to the appropriate remedies available at law.

3.4 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant's ability to perform the Services or any portion thereof, the City may request that the Consultant, within a reasonable time frame set forth in the City's request, provide adequate assurances to the City in writing, of Consultant's ability to perform in accordance with terms of

this Agreement. In the event that the Consultant fails to provide the City the requested assurances within the prescribed time frame, the City may treat such failure as a repudiation or breach of this Agreement, and resort to any remedy for breach provided for in this Agreement or at law.

3.5 Minor adjustments to the Term of Agreement which are approved in writing by the City in advance, shall not constitute non-performance by Consultant. Any impact on the Term of Agreement shall be determined and the time schedule for completion of Services will be modified accordingly.

3.6 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City Manager at any time, with or without cause, in accordance with Article 9.

#### **ARTICLE 4 - COMPENSATION**

4.1 City agrees to pay Consultant an amount equal to ten percent (10%) of the total grant award for each grant application processed. Funding for this Agreement is contingent on the availability of funds and the Agreement is subject to amendment or termination due to lack of funds or a reduction of funds, upon ten (10) days written notice to Consultant.

4.2 Consultant shall provide the City with detailed invoices including a description of the services rendered, breakdown of hours spent on tasks, and the number of employees assigned to a task.

4.3 The City shall pay Consultant within forty-five (45) days of receipt of an approved invoice.

4.4 All payments shall be governed by the Local Government Prompt Payment Act, as set forth in Part VII, Chapter 218, Florida Statutes.

#### **ARTICLE 5 - SCOPE OF SERVICES**

5.1 Consultant agrees to supply grant management, administration, and implementation for the City's CDBG-CV grant program in accordance with Consultant's proposal attached hereto as Exhibit "A."

5.2 Consultant agrees perform Services for the benefit of the City under the special terms, schedules, and conditions set forth in the Contract Documents. Consultant shall perform Services in accordance with that degree of care and skill ordinarily exercised by reputable members of its profession.

5.3 One or more changes to the Services within the general scope of this Agreement may be ordered by Change Order. A Change Order shall mean a written order to the Consultant executed by the Parties after execution of this Agreement. The Consultant shall proceed with any such changes, and they shall be accomplished in strict accordance with the Contract Documents and the terms and conditions described in this Agreement.

5.4 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Services, with personnel fully licensed by the State of Florida; (ii) Consultant is not delinquent in the payment of any sums due the City, including payment of permit fees, local business taxes, or in the performance of any obligations to the City; (iii) all personnel assigned to perform work shall be, at all times during the term hereof, fully qualified and trained to perform the tasks assigned to each; (iv) the Services will be performed in the manner as described in the Contract Documents for the budgeted amounts, rates and schedules; and (v) the person executing this Agreement on behalf of Consultant is duly authorized to execute same and fully bind Consultant as a Party to this Agreement.

5.5 Consultant agrees and understands that: (i) any and all subconsultants used by Consultant shall be paid by Consultant and not paid directly by the City; and (ii) any and all liabilities regarding payment to or use of subconsultants for any of the work related to this Agreement shall be borne solely by Consultant. Any work performed for Consultant by a subconsultant will be pursuant to an appropriate agreement between Consultant and subconsultant which specifically binds the subconsultant to all applicable terms and conditions of the Contract Documents.

5.6 Consultant warrants that any and all work, materials, services or equipment that may reasonably be inferred from the Contract Documents as being required to produce the intended result, will be supplied by the Consultant at its own cost, whether or not specifically called for.

5.7 Consultant warrants and accepts that any and all work, materials, services or equipment necessitated by the inspections of City and/or Miami-Dade County agencies, or other regulatory agencies as are applicable, to bring the Services into conformity with the Contract Documents and all applicable laws, codes, regulations, procedures, or considered inside the contemplation of the Contract Documents, shall be deemed the responsibility of the Consultant at no additional cost to the City.

## **ARTICLE 6 - INDEPENDENT CONSULTANT**

6.1 Consultant has been procured and is being engaged by the City as an independent Consultant, and not as an agent or employee of the City. Accordingly, Consultant shall not 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 of the City. Consultant further understands that Florida workers' compensation benefits available to employees of the City, are not available to Consultant. Therefore, Consultant agrees to provide workers' compensation insurance for any employee or agent of Consultant rendering services to the City under this Agreement.

## **ARTICLE 7 - CONFLICTS OF INTEREST**

7.1 Consultant represents and warrants to the City that it has not employed or retained any person or company employed by the City to solicit or secure this Agreement and that it has not offered to pay, paid, or agreed to pay any person any fee, commission, percentage, brokerage fee, or gift of any kind contingent upon or in connection with, the award of this Agreement.

7.2 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with this Agreement has any personal financial interest, directly or indirectly, with the Consultant or subconsultants, except as fully disclosed and approved by the City. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed.

#### **ARTICLE 8 - DEFAULT**

8.1 If Consultant fails to comply with any term or condition of this Agreement, or fails to perform any of its obligations hereunder, then Consultant shall be in default. The City shall have the right to terminate this Agreement, in the event Consultant fails to cure a default within five (5) business days after receiving Notice of Default. Consultant understands and agrees that termination of this Agreement under this section shall not release Consultant from any obligations accruing prior to the effective date of termination.

#### **ARTICLE 9 - CITY'S TERMINATION RIGHTS**

9.1 Notwithstanding the Term of Agreement provided in Article 3 above, the City shall have the right to terminate this Agreement, in its sole discretion at any time, with or without cause, by giving Consultant sixty (60) days written notice. In such event, the City shall pay Consultant compensation for Services rendered prior to the effective date of termination. The City shall not be liable to Consultant for any additional compensation, or for any consequential or incidental damages.

#### **ARTICLE 10 - NOTICES**

10.1 All notices, demands, correspondence and communications between the City and Consultant 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:

To Consultant: The Greater North Miami Chamber of Commerce, Inc.  
Attn: Ashaki Bronson-Marcellus, Registered Agent  
13100 West Dixie Highway  
North Miami, FL 33161

To City: City of North Miami  
Attn: City Manager  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

With a copy to: City Attorney  
City of North Miami  
776 N.E. 125<sup>th</sup> Street  
North Miami, Florida 33161

10.2 Either Party may at any time designate a different address and/or contact person by giving notice as provided above to the other Party. Such notices shall be deemed given upon receipt by the addressee.

10.3 In the event there is a change of address and the moving Party fails to provide notice to the other Party, then notice sent as provided in this Article shall constitute adequate notice.

### **ARTICLE 11- OWNERSHIP OF DOCUMENTS AND RECORDS**

11.1 All documents resulting from the provision of Services under this Agreement shall be deemed the sole property of the City, and the City shall have all rights incident to sole ownership. All such documents shall be provided to the City once the Services are completed. In the event the Agreement is terminated, Consultant agrees to provide the City all documents relating to the Services within ten (10) days from the date the Agreement is terminated.

11.2 All records created, maintained, and used by the Consultant during the performance of Services, shall be submitted to the City thirty (30) days before the close of each fiscal year.

11.3 Upon termination of the agreement, for any reason, all finished and unfinished documents prepared by Consultant that are not already in the City's possession, shall be delivered by the Consultant, at no cost to the City, in an electronic format acceptable to the City.

11.4 Notwithstanding the foregoing, in the event a public records request is made, and such record is not in the City's possession, Consultant shall be responsible for fulfilling the requirements of Chapter 119, Florida Statutes.

11.5 Consultant agrees to provide the City, the Federal Government, and any applicable Federal Administrator, HUD, the Comptroller General of the United States, or any of their authorized representatives' access to any books, documents, papers, and records of Consultant which are directly pertinent to this Agreement for the purposes of making audits, examinations, excerpts and transcriptions, Consultant agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed. Nothing contained herein shall be construed as intending to limit or prohibit audits or internal reviews by Federal personnel.

11.6 Consultant shall keep records, reports, invoices, records, and accounts as necessary to perform grants administration services for the City. Records shall be made available at all reasonable times for examination and audit by the City and shall be kept for a period of five (5) years after the completion of all work to be performed pursuant to this Agreement and in accordance with applicable State and Federal records retention rules. All records shall be maintained and made available pursuant to Chapter 119, Florida Statutes.

### **ARTICLE 12- INDEMNIFICATION**

12.1 Consultant shall defend, indemnify and hold harmless the City, its officers and employees from and against any and all claims, costs, losses and damages including, but not limited to reasonable attorney's fees, caused by the negligent acts or omissions of the Consultant, its officers, directors, agents, partners, subconsultants, employees and managers in the performance of the Services under this Agreement.

12.2 Consultant shall be fully responsible to City for all acts and omissions of the Consultant, its employees, subconsultants, suppliers, or other persons directly or indirectly employed by its subconsultants or suppliers, and any other persons or organizations performing or furnishing supplies under a direct or indirect agreement with Consultant. Nothing in the Contract Documents shall create any contractual relationship between City and any such subconsultant, supplier or other person or organization, nor shall it create any obligation on the part of City to pay or to cause the payment of any money due any subconsultant, supplier, employee or agent except as may otherwise be required by law.

12.3 Nothing contained in this Agreement is any way intended to be a waiver of the limitation placed upon the City's liability as set forth in Chapter 768, 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.

### **ARTICLE 13 – INSURANCE**

13.1 Prior to commencing Services, the Consultant shall submit certificates of insurance evidencing the required minimum coverage under the Contract Documents and specifically providing that the City is an additional named insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence Services under this Agreement until after Consultant has obtained all of the minimum insurance described and the policies of such insurance detailing the provisions of coverage have been received and approved by the City.

13.2 The City shall be named as an additional insured for claims caused in whole or in part by the negligent acts or omissions of Consultant, its subconsultants, employees or assignees during the term of this Agreement. This provision shall not limit the City's recovery for coverage under Consultant's insurance policy.

13.3 Consultant shall not permit any subconsultant to begin work until after similar minimum insurance to cover subconsultant has been obtained and approved. In the event the insurance certificate provided indicates that the insurance shall terminate and lapse during the term of this Agreement, Consultant shall furnish, at least thirty (30) calendar days prior to expiration of the date of the insurance, a renewed certificate of insurance as proof that equal and like coverage and extension is in effect. Consultant shall not continue to perform the Services required by this Agreement unless all required insurance remains in full force and effect.

13.4 All insurance policies required of the Consultant shall be written by a company with a Best's rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed managers upon whom service of process may be made in Miami-Dade County, Florida. The City may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.

### **ARTICLE 14 - FORCE MAJEURE**

14.1 A "Force Majeure Event" shall mean an act of God, act of governmental body or military authority, fire, explosion, power failure, flood, storm, hurricane, sink hole, other natural disasters,

epidemic, riot or civil disturbance, war or terrorism, sabotage, insurrection, blockade, or embargo. In the event that either Party is delayed in the performance of any act or obligation pursuant to or required by the Agreement by reason of a Force Majeure Event, the time for required completion of such act or obligation shall be extended by the number of days equal to the total number of days, if any, that such Party is actually delayed by such Force Majeure Event. The Party seeking delay in performance shall give notice to the other Party specifying the anticipated duration of the delay, and if such delay shall extend beyond the duration specified in such notice, additional notice shall be repeated no less than monthly so long as such delay due to a Force Majeure Event continues. Any Party seeking delay in performance due to a Force Majeure Event shall use its best efforts to rectify any condition causing such delay and shall cooperate with the other Party to overcome any delay that has resulted.

#### **ARTICLE 15 - PUBLIC RECORDS**

15.1 Consultant 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 (2020), and agrees to allow access by the City and the public to all documents subject to disclosure under applicable law.

15.2 The Consultant shall additionally comply with Section 119.0701, Florida Statutes (2014), including without limitation, the following conditions: (1) keep and maintain public records that ordinarily and necessarily would be required by the City to perform this service; (2) provide the public with access to public records on the same terms and conditions as the City would at the cost provided by Chapter 119, Florida Statutes (2020), or as otherwise provided by law; (3) ensure that public records that are exempt or confidential and exempt from disclosure are not disclosed, except as authorized by law; (4) meet all requirements for retaining public records and transfer, at no cost to the City, all public records in its possession upon termination of this Agreement and destroy any duplicate public records that are exempt or confidential and exempt from disclosure requirements; and (5) all electronically stored public records must be provided to the City in a format compatible with the City's information technology systems.

15.3 It is further understood between the Parties that any information, writings, tapes, Contract Documents, reports or any other matter whatsoever which is given by the City to the Consultant pursuant to this Agreement shall at all times remain the property of the City and shall not be used by the Consultant for any other purposes whatsoever without the written consent of the City.

15.4 In the event the Agreement is terminated, Consultant agrees to provide the City all such documents within Ten (10) Days from the date the Agreement is terminated. All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Services and shall become property of the City, without restriction or limitation of its use. The Consultant agrees that all documents generated hereto shall be subject to the applicable provisions of the Public Records Law, under Chapter 119, Florida Statutes (2020).

**15.5 IF THE YOU HAVE QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO YOUR DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT [FMEDRANDA@NORTHMIAMIFL.GOV](mailto:FMEDRANDA@NORTHMIAMIFL.GOV), RECORDS**

**CUSTODIAN, CITY OF NORTH MIAMI, 776 N.E. 125 STREET, NORTH MIAMI, FL 33161.**

**ARTICLE 16 - MISCELLANEOUS PROVISIONS**

16.1 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

16.2 All representations, indemnifications, warranties and guarantees made in, required by, or given in accordance with this Agreement, as well as all continuing obligations indicated in the Contract Documents, shall survive final payment, completion and acceptance of the Services and termination or completion of the Agreement.

16.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, such provision, paragraph, sentence, word or phrase shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable, then same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect or limitation of its use.

16.4 This Agreement constitutes the sole and entire agreement between the Parties. No modification or amendments to this Agreement shall be binding on either Party unless in writing and signed by both Parties.

16.5 This Agreement shall be construed and enforced according to the laws of the State of Florida. Venue in any proceedings between the Parties shall be in Miami-Dade County, Florida.

16.6 The City reserves the right to audit the records of the Consultant covered by this Agreement at any time during the provision of Services and for a period of three years after final payment is made under this Agreement.

16.7 The Consultant 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.

16.8 Services shall not be subcontracted, transferred, conveyed, or assigned under this Agreement in whole or in part to any other person, firm or corporation without the prior written consent of the City.

16.9 The City of North Miami is exempt from Federal Excise and State taxes. The applicable tax exemption number or certificate shall be made available upon request.

16.10 The professional Services to be provided by Consultant pursuant to this Agreement shall be non-exclusive, and nothing herein shall preclude the City from engaging other firms to perform Services.

16.11 This Agreement shall be binding upon the Parties herein, their heirs, executors, legal representatives, successors and assigns.

16.12 The Consultant agrees that it shall not discriminate as to race, sex, color, creed, national origin, or disability, in connection with its performance under this Agreement.

16.13 In the event of any dispute arising under or related to this Agreement, the prevailing party shall be entitled to recover all actual attorney fees, costs and expenses incurred by it in connection with that dispute and/or the enforcement of this Agreement, including all such actual attorney fees, costs and expenses at all judicial levels, including appeal, until such dispute is resolved with finality.

16.14 All other terms, conditions and requirements contained in the Contract Documents, which have not been modified by this Agreement, shall remain in full force and effect.

16.15 This Agreement may be executed in two or more counterparts, each of which shall constitute an original but all of which, when taken together, shall constitute one and the same Agreement.

*[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: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

**The Greater North Miami Chamber of Commerce, Inc.**, a Florida non-profit corporation,  
**“Consultant”**:

By: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST:

By: \_\_\_\_\_

Vanessa Joseph, Esq.

City Clerk

**City of North Miami**, a Florida municipal corporation, “City”:

By: \_\_\_\_\_

Theresa Therilus, Esq.

City Manager

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_

Jeff P. H. Cazeau

City Attorney

## Exhibit "A"



13100 W. Dixie Highway  
North Miami, FL 33161  
[www.northmiamichamber.org](http://www.northmiamichamber.org)

305-891-7811  
[info@northmiamichamber.org](mailto:info@northmiamichamber.org)

Tanya Wilson, Planning, Zoning, Development Director  
City of North Miami  
12400 NE 8<sup>th</sup> Avenue  
North Miami, FL 33161

Dear Tanya,

On behalf of The Greater North Miami Chamber of Commerce, thank you for the opportunity to assist the City in administering grant requests through The Cares Act Fund under the CDBG-CV. Per your request, please find below a detailed outline on how we can be of assistance.

### MARKETING

The Greater North Miami Chamber of Commerce will launch a comprehensive marketing strategy to include promotion via social media channels, web portals, press release to local media and contact with nine area homeowner's associations.

SOCIAL MEDIA/WEB CHANNELS	FOLLOWING
Instagram	1,462
Facebook	1,292
Twitter	706
E-mail Distribution	4,969

HOMEOWNER'S ASSOCIATIONS	
NoMi Neighbors	Keystone
Alhambra Heights	Arch Creek
Iron Manors	Sunkist Grove
Enchanted Place	San Souci
El Palomar	

## **PROCESS**

The Greater North Miami Chamber of Commerce recently hired an exceptional bilingual Outreach Coordinator (OC) who comes to our community with an impressive customer service portfolio. Her job responsibilities include grant processing with established procedure to best serve clients. Grant applications in English and Spanish will be posted on the Chamber website; however, clients are welcomed to drop by the Chamber during business hours Monday-Friday from 9 a.m.- 4 p.m. for personal assistance.

The OC assures all proper paperwork with required attachments are provided along with any other necessary documentation to process the application. Guidance will be assured to help the client ascertain any missing information. Clients who did not fill out the forms online will receive a printed copy of the final application for their records. Further, the OC will be the liaison between the client and the City to help streamline the process.

## **ADMINISTER**

The Chamber will be the conduit between the City and the client for the following:

- Notifying when check is ready for pickup
- The OC will collect the check from the City and hold for the client to pick up
- A signature from the client is required to receive the check
- The OC will send reminder notifications to assure receipts and/or data or metric reporting is being tracked

The Chamber joins you in shared mission: Assuring that every resident and business of North Miami has the resources and network to thrive.

Best Regards,



David Burney  
Chairman, The Greater North Miami Chamber of Commerce



13100 W. Dixie Highway  
North Miami, FL 33161  
[www.northmiamichamber.org](http://www.northmiamichamber.org)

305-891-7811  
[info@northmiamichamber.org](mailto:info@northmiamichamber.org)

Alberte Bazile, Housing and Social Services Director  
City of North Miami  
776 NE 125 Street  
North Miami, FL 33161

Dear Alberte,

On behalf of The Greater North Miami Chamber of Commerce, thank you for the opportunity to assist the City in administering grant requests for Housing Emergency Mortgage Assistance. Per your request, please find below a detailed outline on how we can be of assistance.

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The Chamber joins you in shared mission: Assuring that every resident and business of North Miami has the resources and network to thrive.

Best Regards,



David Burney  
Chairman, The Greater North Miami Chamber of Commerce

## Exhibit "B"

### **RESOLUTION NO. 2021-R-33**

**A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA, AUTHORIZING THE CITY MANAGER AND THE CITY ATTORNEY TO NEGOTIATE AND EXECUTE AGREEMENTS WITH THE GREATER NORTH MIAMI CHAMBER OF COMMERCE AND THE HAITIAN AMERICAN CHAMBER OF COMMERCE OF FLORIDA FOR THE PROVISION OF GRANT ADMINISTRATION SERVICES FOR CDBG-CV RELIEF GRANT PROGRAMS IN AN AMOUNT NOT-TO-EXCEED TEN PERCENT (10%) OF EACH GRANT AMOUNT ADMINISTERED FOR AN OVERALL AGGREGATE FEE NOT-TO-EXCEED THIRTY THOUSAND FOUR HUNDRED TWENTY DOLLARS (\$30,420.00); WAIVING COMPETITIVE BIDDING IN ACCORDANCE WITH SECTION 7-120(B) OF THE NORTH MIAMI CODE OF ORDINANCES; PROVIDING FOR AN EFFECTIVE DATE AND ALL OTHER PURPOSES.**

**WHEREAS**, in order to effectively manage and administer the third round of CDBG-CV Relief Grant Programs, City of North Miami (“City”) staff requested proposals from the Greater North Miami Chamber of Commerce (“GNMCC”) and the Haitian American Chamber of Commerce of Florida (“HACCOF”) (collectively, the “Vendors”) to provide services including providing qualified staff, completing required training, following and implementing grant program guidelines, receiving and evaluating grant applications, making approval/rejection recommendations, ensuring grant agreements, applications and related documentation are properly executed and filed, completing all required follow up with awarded grantees and providing a final report to the City after completion of services; and

**WHEREAS**, in accordance with Section 7-120(b) of the City of North Miami’s Code of Ordinances, the Mayor and City Council may waive any condition imposed by the provisions of the Procurement Code upon a four-fifths vote when it finds such a waiver to be necessary in order to proceed with the issuance of a contract, proposal or bid which is in the best interest of the City; and

**WHEREAS**, consequently, City staff is requesting authorization of a waiver of competitive bidding procedures by the Mayor and City Council, in accordance with Section 7-120(b) of the Procurement Code, and further authorization for the City Manager and City Attorney

to finalize and execute an agreement with the Vendors for an amount not-to-exceed ten percent (10%) of each grant amount administered for an overall aggregate fee amount not-to-exceed \$30,420.00; and

**WHEREAS**, the Mayor and City Council desire to waive competitive bidding procedures in accordance with Section 7-120(b) of the Procurement Code, and to authorize the City Manager and City Attorney to negotiate and execute an agreement with the Vendors.

**NOW THEREFORE, BE IT DULY RESOLVED BY THE MAYOR AND CITY COUNCIL OF THE CITY OF NORTH MIAMI, FLORIDA:**

**Section 1. Waiver.** The Mayor and City Council of the City of North Miami, Florida, hereby waive competitive bidding procedures in accordance with Section 7-120(b) of the Procurement Code.

**Section 2. Authorization to City Manager and City Attorney.** The Mayor and City Council of the City of North Miami, Florida hereby authorize the City Manager and City Attorney to negotiate and execute agreements with the Vendors for an amount not-to-exceed ten percent (10%) of each grant amount administered for an overall aggregate fee amount not-to-exceed \$30,420.00.

**Section 3. Authorization to City Manager.** The City Manager is hereby authorized to take all action necessary to implement the terms of the agreements with the Vendors.

**Section 4. Effective Date.** This Resolution shall become effective immediately upon adoption.

**PASSED AND ADOPTED** by a 4-1 vote of the Mayor and City Council of the City of North Miami, Florida, this 23rd day of March, 2021.



PHILIPPE BIEN-AIME  
MAYOR

ATTEST:



VANESSA JOSEPH, ESQ.  
CITY CLERK

APPROVED AS TO FORM  
AND LEGAL SUFFICIENCY:

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JEFF P. H. CAZEAU, ESQ.  
CITY ATTORNEY

SPONSORED BY: CITY ADMINISTRATION

Moved by: Galvin

Seconded by: Keys

**Vote:**

Mayor Philippe Bien-Aime  
Councilman Scott Galvin  
Councilwoman Carol Keys, Esq.  
Councilwoman Mary Estimé-Irvin  
Councilman Alix Desulme, Ed.D.

<u>X</u>	(Yes)	(No)
	(Yes)	<u>X</u> (No)