

**CITY OF NORTH MIAMI
THIRD OPTION TO RENEW
PROFESSIONAL SERVICES AGREEMENT**

THIS THIRD OPTION TO RENEW AND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Third Option Agreement”) is made and entered into on _____, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **ASK Development Solutions, Inc.**, a for-profit corporation registered and existing under the laws of the State of Florida, having its principal business office at 6131 United Street, West Palm Beach, FL 33411 (referred to herein as “Consultant”). The City and Consultant shall collectively be referred to as the “Parties.”

RECITALS

WHEREAS, on June 11, 2020, the City entered into a professional services agreement (“Agreement”) with Ask Development Solutions, Inc.; and

WHEREAS, the Consultant provides professional services as an experienced, full-service Housing and Community Development consulting firm, with the expertise of providing Planning Services to public agencies; and

WHEREAS, Consultant was tasked with the preparation of the City of North Miami HUD 5-Year 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan” (“Services”); and

WHEREAS, pursuant to Section 3.1 of the Agreement, the City has four (4) options to renew the Agreement for an additional one (1) year Term period, upon completion of the initial Term; and

WHEREAS, City Administration has determined that it is in the City’s best interest to exercise its Third option to renew the Agreement in order to continue providing planning services for the 2023-2024 Annual Action Plan (“AAP”) as well as the preparation and submission of the 2022 Consolidated Annual Performance and Evaluation Report (“CAPER”).

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

1. The City hereby exercises its third option to renew the Agreement for the period commencing May 16, 2023, through May 15, 2024.
2. The Consultant hereby accepts the City’s option to renew the Agreement for the period commencing May 16, 2023, through May 15, 2024.
3. The Parties agree that this third option to Agreement shall be made part of the Agreement previously executed by the Parties, attached hereto as Exhibit “A.”

6. The Consultant agrees to provide Services in accordance with the terms, conditions and specifications contained in the Contract Documents.
7. All other terms and conditions of the Agreement remain in full force and effect.

[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:

ASK Development Solutions, Inc., a for-profit corporation:

Corporate Secretary or Witness:

“Consultant”

By: _____

By: _____

Print Name: _____

Print Name: Christopher Plummer

Title: _____

Title: President/CEO

Date: _____

Date: _____

ATTEST:

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

By: _____
Vanessa Joseph, Esq.
City Clerk

By: _____
Rasha Cameau, MBA, FRA-RP.
City Manager

City Clerk Date Signed

City Manager Date Signed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

By: _____
Jeff P. H. Cazeau
City Attorney

City Attorney Date Signed

**CITY OF NORTH MIAMI
SECOND OPTION TO RENEW
PROFESSIONAL SERVICES AGREEMENT**

THIS SECOND OPTION TO RENEW AND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“Second Option Agreement”) is made and entered into on June 15, 2022, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **ASK Development Solutions, Inc.**, a for-profit corporation registered and existing under the laws of the State of Florida, having its principal business office at 6131 United Street, West Palm Beach, FL 33411 (referred to herein as “Consultant”). The City and Consultant shall collectively be referred to as the “Parties.”

RECITALS

WHEREAS, on June 11, 2020, the City entered into a professional services agreement (“Agreement”) with Ask Development Solutions, Inc.; and

WHEREAS, the Consultant provides professional services as an experienced, full-service Housing and Community Development consulting firm, with the expertise of providing Planning Services to public agencies; and

WHEREAS, Consultant was tasked with the preparation of the City of North Miami HUD 5-Year 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan” (“Services”); and

WHEREAS, on November 30, 2021, the City exercised its first option to renew the Agreement and amended the Agreement for the consultant to continue to provide technical assistance in the preparation and submission of the Annual Action Plan (“AAP”) as well as the Consolidated Annual Performance and Evaluation Report (“CAPER”) for the next four (4) years; and

WHEREAS, pursuant to Section 3.1 of the Agreement, the City has four (4) options to renew the Agreement for an additional one (1) year Term period, upon completion of the initial Term; and

WHEREAS, City Administration has determined that it is in the City’s best interest to exercise its second option to renew the Agreement in order to continue providing planning services for the 2022-2023 AAP as well as the preparation and submission of the 2021-2022 Consolidated Annual Performance and Evaluation Report (“CAPER”).

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

1. The City hereby exercises its second option to renew the Agreement for the period commencing May 16, 2022, through May 15, 2023.

2. The Consultant hereby accepts the City's option to renew the Agreement for the period commencing May 16, 2022, through May 15, 2023.
3. The Parties agree that this second option to Agreement shall be made part of the Agreement previously executed by the Parties, attached hereto as Exhibit "A."
6. The Consultant agrees to provide Services in accordance with the terms, conditions and specifications contained in the Contract Documents.
7. All other terms and conditions of the Agreement remain in full force and effect.

[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:

E-SIGNED by Brigitte Miller
By: on 2022-06-02 16:14:25 GMT

Print Name: Brigitte Miller

Title: Witness

Date: June 02, 2022

ASK Development Solutions, Inc., a for-profit corporation:

“Consultant”

E-SIGNED by Christopher Plummer
By: on 2022-06-01 16:40:41 GMT

Print Name: Christopher Plummer

Title: President/CEO

Date: June 01, 2022

ATTEST:

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

E-SIGNED by Vanessa Joseph
By: on 2022-06-15 20:01:23 GMT
Vanessa Joseph, Esq.
City Clerk

June 15, 2022
City Clerk Date Signed

E-SIGNED by Theresa Therilus
By: on 2022-06-15 19:05:26 GMT
Theresa Therilus, Esq.
City Manager

June 15, 2022
City Manager Date Signed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

June 08, 2022

E-SIGNED by Jeff P. H. Cazeau
By: on 2022-06-08 14:25:46 GMT
Jeff P. H. Cazeau
City Attorney

June 08, 2022
City Attorney Date Signed

**CITY OF NORTH MIAMI
FIRST OPTION TO RENEW
AND AMENDMENT TO
PROFESSIONAL SERVICES AGREEMENT**

THIS FIRST OPTION TO RENEW AND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (“First Option Agreement”) is made and entered into on November 30, 2021, by and between the **City of North Miami**, a Florida municipal corporation, located at 776 NE 125th Street, North Miami, FL (“City”) and **ASK Development Solutions, Inc.**, a for-profit corporation registered and existing under the laws of the State of Florida, having its principal business office at 6131 United Street, West Palm Beach, FL 33411 (referred to herein as “Consultant”). The City and Consultant shall collectively be referred to as the “Parties”.

RECITALS

WHEREAS, on June 11, 2020, the City entered into a professional services agreement (“Agreement”) with Ask Development Solutions, Inc.; and

WHEREAS, the Consultant provides professional services as an experienced, full-service Housing and Community Development consulting firm, with the expertise of providing Planning Services to public agencies

WHEREAS, Consultant was tasked with the preparation of the City of North Miami HUD 5 -Year 2020-2024 Consolidated Plan and the 2020-2021 Annual Action Plan” (“Services”); and

WHEREAS, pursuant to Section 3.1 of the Agreement, the City has four (4) options to renew the Agreement for an additional one (1) year Term period, upon completion of the initial Term; and

WHEREAS, the City wishes to exercise its first option to renew the Agreement and to amend the scope of services to reflect the completion of the 2021-2022 Annual Action Plan as well as the preparation and submission of the Consolidated Annual Performance and Evaluation Report (“CAPER”); and

WHEREAS, City Administration has determined that it is in the City’s best interest to exercise an option to renew the Agreement and amend the terms of the agreement, in order to continue providing planning services.

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

1. The City hereby exercises its option to renew the Agreement for the period commencing May 16, 2021, through May 15, 2022.
2. The Consultant hereby accepts the City’s option to renew the Agreement for the period commencing May 16, 2021, through May 15, 2022.

3. The Parties agree that this Option and Amendment to Agreement shall be made part of the Agreement previously executed by the Parties, attached hereto as Exhibit “A”.
4. **ARTICLE 6 – COMPENSATION** is hereby amended to reflect a total compensation amount not exceeding Ten Thousand Dollars (\$10,000.00) per year.
5. **ARTICLE 4 – SCOPE OF PLANNING SERVICES, CONTRACTOR’S RESPONSIBILITIES** is hereby amended to reflect that for the May 16, 2021 – May 15, 2022 term, Consultant will:
 - a. Continue to assist the Housing & Social Services Department in the preparation and submission of its Annual Action Plan as a continuity of sub-section 4.1.8;
 - b. Assist in the preparation and submission of the Consolidated Annual Performance and Evaluation Report (CAPER); and
 - c. Assist the Housing & Social Services Department in all related matters regarding HUD reporting requirements.
6. The Consultant agrees to provide Services in accordance with the amended terms, conditions and specifications contained in the Contract Documents.
7. All other terms and conditions of the Agreement remain in full force and effect.

[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:

Ask Development Solutions, Inc., a for-profit corporation:

Corporate Secretary or Witness:

“Consultant”

E-SIGNED by Brigitte Miller
By: on 2021-11-19 18:59:06 GMT

E-SIGNED by Christopher Plummer
By: on 2021-11-19 18:55:04 GMT

Print Name: Brigitte Miller

Print Name: Christopher Plummer

Title: _____

Title: President/CEO

Date: November 19, 2021

Date: November 19, 2021

ATTEST:

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

E-SIGNED by Vanessa Joseph
By: on 2021-11-30 17:57:16 GMT
Vanessa Joseph, Esq.
City Clerk

E-SIGNED by Theresa Therilus
By: on 2021-11-29 17:29:51 GMT **R.L.**
Theresa Therilus, Esq.
City Manager

November 30, 2021
City Clerk Date Signed

November 29, 2021
City Manager Date Signed

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

E-SIGNED by Jeff P. H. Cazeau
By: on 2021-11-24 20:57:18 GMT
Jeff P. H. Cazeau
City Attorney

November 24, 2021
City Attorney Date Signed

**CITY OF NORTH MIAMI
PROFESSIONAL SERVICES AGREEMENT
(CONSOLIDATED 5-YEAR PLAN)**

THIS PROFESSIONAL SERVICES AGREEMENT (“Agreement”) is entered into on 6/11/2020, between the **City of North Miami**, a Florida municipal corporation with a principal address of 776 NE 125th Street, North Miami, Florida (“City”), and **Ask Development Solutions, Inc.**, a for-profit corporation registered and authorized to do business under the laws of the State of Florida, having its principal office at 6131 United Street, West Palm Beach, FL 33411 (“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 required to maintain a Consolidated 5-Year Plan which outlines the City’s strategic planning for housing and economic development and identifies a series of goals, objectives and policies to be implemented over a five-year horizon (“Consolidated Plan”); and

WHEREAS, the City desires to competitively secure the professional services of an experienced, full-service Housing and Community Development consulting firm, with the expertise of providing Planning Services to public agencies, as more particularly set forth herein; and

WHEREAS, City administration solicited quotes from three (3) potential consulting firms, and ranked Consultant as having the price, qualifications, expertise, experience and references most advantageous to the City; and

WHEREAS, the City Manager finds that entering into this Agreement with Consultant for the provision of Planning Services in accordance with federal requirements, 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 a part of this Agreement (collectively referred to as the "Contract Documents"):

2.1.1 City’s solicitation for quotations, attached hereto by reference;

2.1.2 Consultant’s Proposal entitled, “*Preparation of the City of North Miami*”

HUD 5 -Year 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan” (referred to herein as “Scope of Work”), and attached hereto as “Exhibit A”;

2.1.3 Any additional documents which are required to be submitted by Consultant under this Agreement.

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 ITQ.

2.2.4 The Scope of Work.

ARTICLE 3 – TERM OF AGREEMENT

3.1 Subject to authorized adjustments, the Term of Agreement shall be the period commencing May 15, 2020 through May 15, 2021. Following the initial Term, the City shall have four (4) options to renew this Agreement in writing, for an additional one (1) year term.

3.2 Consultant agrees that Planning Services, as set forth in Article 4 below, shall be rendered to the City on schedule, diligently and uninterrupted, in accordance with the Scope of Work. Consultant shall be required to show just cause for delays or for additional time requests. Failure to achieve timely Planning Services shall be regarded as a breach of this Agreement and subject to the appropriate remedies available at law.

3.3 When, in the opinion of the City, reasonable grounds for uncertainty exist with respect to the Consultant’s ability to perform Planning Services or any portion thereof, the City may request that 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 Consultant fails to provide 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.

3.4 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 Planning Services will be modified accordingly.

3.5 Notwithstanding the provisions of this Article 3, this Agreement may be terminated by the City Manager at any time, with or without cause pursuant to Article 7.

ARTICLE 4 – SCOPE OF PLANNING SERVICES, CONTRACTOR’S RESPONSIBILITIES

4.1 Consultant shall provide Planning Services in accordance with Contract Documents, and render full and prompt cooperation with the City in all aspects of Consultant’s performance of

such Planning Services including, but not limited to, the following items in accordance with the Scope of Work:

- 4.1.1 Consultation with public and private agencies as required by Housing and Urban Development, Title 24 CFR Part 91, Consolidated Submission for Community Planning and Development Programs (2020).
 - 4.1.2 Review City planning documents, conduct research, and analyze data.
 - 4.1.3 Conduct a Housing Market Analysis as required by the Consolidated Plan.
 - 4.1.4 Conduct a needs assessment as required by the Consolidated Plan.
 - 4.1.5 Develop a Comprehensive Strategic Plan identifying priorities and strategies.
 - 4.1.6 Develop draft Consolidated Plan and facilitate Plan review process.
 - 4.1.7 Conduct and facilitate City consultations and public participation meetings.
 - 4.1.8 Prepare the First-Year Annual Action Plan and facilitate Plan review process.
 - 4.1.9 Assist in the preparation of certifications pursuant to Title 24 CFR §91.225 (2015).
 - 4.1.10 Provide all other related services to the City as required in preparation of the Consolidated Plan.
- 4.2 Consultant hereby agrees that it will exert every reasonable and diligent effort to ensure that all labor and services employed by Consultant, including that of its subcontractors (if any) for Planning Services, shall be in accordance with the Contract Documents and shall incorporate the requirements set forth by applicable rules, regulations, codes and statutes of federal, state and local government jurisdictions.
- 4.3 Consultant acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of Planning Services under this Agreement. All things not expressly mentioned in this Agreement but necessary in carrying out its intent are required by this Agreement, and Consultant shall perform the same as though they were specifically mentioned, described and delineated herein.
- 4.4 Consultant shall furnish and pay for all labor, materials, tools, supplies, and other items required to perform the Planning Services necessary for the proper execution and completion of Planning Services. Planning Services shall be accomplished to the satisfaction of the City's Community Planning & Development Manager.
- 4.5 Unless otherwise provided for in the Contract Documents, Consultant warrants that all Planning Services which may reasonably be inferred from the Contract Documents as being required

to produce the intended result will be supplied by Consultant at its own cost, whether or not specifically called for.

4.6 Consultant shall be responsible to the City for the acts and omissions of the Consultant's employees, subcontractors and their agents and their employees, and other persons performing portions of the Planning Services (if any) on behalf of Consultant.

4.7 Consultant represents and warrants to the City that: (i) Consultant possesses all qualifications, licenses and expertise required in the provision of Planning 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 Planning 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.

4.8 Consultant accepts, understands and agrees that these provisions of the Agreement constitute a material inducement for the City to enter into this Agreement and that the City has indeed relied on these particular provisions in making its decision to enter into this Agreement with Consultant.

ARTICLE 5 - MODIFICATION OF PLANNING SERVICES

5.1 The City reserves the right to make changes to the Scope of Work, including alterations, reductions, or additions thereto. Upon receipt by Consultant of City's notification of a contemplated change, the Consultant shall, in writing:

5.1.1 Provide a detailed estimate for the increase or decrease in cost due to the contemplated change;

5.1.2 Notify the City of any estimated change in the completion date, as specified in the Term of Agreement; and

5.1.3 Advise the City if the contemplated change shall affect the Consultant's ability to meet the completion dates or schedules of this Agreement.

5.2 If the City so instructs in writing, Consultant shall suspend work on that portion of the Scope of Work affected by a contemplated change pending the City's decision to proceed with the change.

5.3 If the City elects to make the change, the City shall initiate an Amendment to Agreement and the Consultant shall not commence work on any such change until the Consultant signs such written amendment approved and executed by the City.

ARTICLE 6 - COMPENSATION

6.1 Consultant shall be paid an amount not to exceed Eighteen Thousand Dollars (\$18,000.00) as full compensation for Planning Services rendered in accordance with Contract Documents.

6.2 The City shall pay Consultant within forty-five (45) days of receipt of invoice the total shown to be due on such invoice, provided the City has accepted the Planning Services.

6.3 Consultant shall be entitled to the reimbursement of other reasonable project costs and expenses related to the provision of Planning Services, such as: the production of special graphics, courier costs, advertising, and costs associated with public meetings.

6.3.1 Consultant shall bill the City at cost and obtain prior City approval, in order to be reimbursed for such costs.

6.4 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.

ARTICLE 7 - CITY'S TERMINATION RIGHTS

7.1 The City Manager shall have the right to terminate this Agreement, in his sole discretion at any time, with or without cause, upon ten (10) days written notice to Consultant. In such event, the City shall pay Consultant compensation for Planning 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 8 - INDEPENDENT CONTRACTOR

8.1 Consultant, its employees and agents shall be deemed to be independent contractors and not agents or employees of the City and shall not attain any rights or benefits under the civil service or pension ordinances of the City, or any rights generally afforded to classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers' Compensation benefits as an employee of the City.

ARTICLE 9 - DEFAULT

9.1 In the event the Consultant fails to comply with any provision of this Agreement, the City may declare the Consultant in default by written notification. The City shall have the right to terminate this Agreement if the Consultant fails to cure the default within ten (10) days after receiving notice of default from the City. If the Consultant fails to cure the default, the Consultant will only be compensated for completed Planning Services. In the event partial payment has been made for such Planning Services not completed, the Consultant shall return such sums due to the City within ten (10) days after notice that such sums are due. The 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 10 - ERRORS AND OMISSIONS

10.1 Consultant shall be responsible for technically deficient work product including designs, prints, copies, spelling or grammar due to Consultant's errors and omissions, and shall promptly correct or replace all such deficient work without cost to City. Payment in full by the City for Planning Services performed does not constitute a waiver of this representation.

ARTICLE 11 - INDEMNIFICATION

11.1 Consultant agrees to indemnify, defend, save and hold harmless the City its officers, agents and employees, from and against any and all claims, liabilities, suits, losses, claims, fines, and/or causes of action that may be brought against the City, its officers, agents and employees, on account of any negligent act or omission of Consultant, its agents, servants, or employees in the performance of Planning Services under this Agreement and resulting in personal injury, loss of life or damage to property sustained by any person or entity, caused by or arising out of Consultant's negligence within the scope of this Agreement, including all costs, reasonable attorneys fees, expenses, including any appeal, and including the investigations and defense of any action or proceeding and any order, judgment, or decree which may be entered in any such action or proceeding, except for damages specifically caused by or arising out of the negligence, strict liability, intentional torts or criminal acts of the City, its officer, agents, employees or contractors, which claims are lodged by any person, firm, or corporation.

11.2 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 12 - INSURANCE

12.1 Prior to the execution of this Agreement, the Consultant shall submit certificate(s) of insurance evidencing the required coverage and specifically providing that the City is an additional named insured or additional insured with respect to the required coverage and the operations of the Consultant under this Agreement. Consultant shall not commence work under this Agreement until after Consultant has obtained all of the minimum insurance described by the City and the policies of such insurance detailing the provisions of coverage have been received and approved. Consultant shall not permit any subcontractor to begin work until after similar minimum insurance to cover subcontractor 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 Planning Services required by this Agreement unless all required insurance remains in full force and effect.

12.2 All insurance policies required from Consultant shall be written by a company with a Best rating of B+ or better and duly authorized and licensed to do business in the State of Florida and be executed by duly licensed agents upon whom service of process may be made in Miami-Dade County, Florida.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS

13.1 All documents developed by Consultant under this Agreement shall be delivered to the City by the Consultant upon completion of the Planning 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.

13.2 It is further understood by and 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.

13.3 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.

ARTICLE 14 - NOTICES

14.1 All notices, demands, correspondence and other communications between the Parties 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 or as the same may be changed from time to time:

For Consultant: Ask Development Solutions, Inc.
Attn: Christopher Plummer, President/CEO
6131 United Street
West Palm Beach, FL 33411
Phone: (561) 310-1739
Fax: (888) 559-7775
Email: chris.plummer@askdevsol.com

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

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

14.2 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.

14.3 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 15 - CONFLICT OF INTEREST

15.1 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.

15.2 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 contractors or vendors providing professional services on projects assigned to the Consultant, 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 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 Planning 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 Planning 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 Planning 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 Planning 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 Planning 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 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.

16.14 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.

16.15 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:

Ask Development Solutions, Inc., a Florida for-profit corporation:

Corporate Secretary or Witness:

“Consultant”


DocuSigned by:

By: _____
1E5EA712FC401AD...
Print Name: Janet Plummer
Date: 6/2/2020

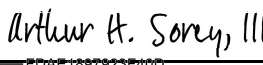
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By: _____
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Print Name: Christopher Plummer
Date: 5/27/2020

ATTEST:


City of North Miami, a Florida municipal corporation:

“City”

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By: _____
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Vanessa Joseph, Esq.
City Clerk

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By: _____
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Arthur H. Sorey, III
Interim City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

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Jeff P. H. Cazeau
City Attorney

Proposal for Consultant Services

Preparation of the City of North Miami

HUD 5 -Year 2020-2024 Consolidated Plan and 2020-2021 Annual Action Plan

**Department of Neighborhood and Business
Development/Administrative services**

Proposer: ASK Development Solutions, Inc.

Primary Contact Person:

Chris Plummer, CEO and Principal Consultant

118 Sherwood Drive,

Royal Palm Beach, FL 33411

Telephone: 561.310.1739

Email: chris.plummer@askdevsol.com

COMPANY PROFILE

Name of Company: ASK DEVELOPMENT SOLUTIONS, INC.

Address: 118 Sherwood Drive, Royal Palm Beach, FL 33411

Email: chris.plummer@askdevsol.com **Phone #:** 561-310-1739

Company ID #: 20-0856561 **Principal Contact:** Christopher (Chris) Plummer, President/CEO

Introduction

ASK Development Solutions, Inc. (ASK) is a full-service, for-profit housing and community development consulting firm dedicated to helping our clients achieve optimal organizational performance through relevant and innovative solutions. The company was incorporated in the State of Florida in 2004 by our President and Chief Consultant, Chris Plummer, and since then, has been providing services to clients nationally with a strong record of success. ASK works at all levels of the housing and community development service delivery system including governmental entities, community development corporations, foundations, and other non-profits across the country. Each member of the team has existing and past experience in the **Consolidated Plan, Action Plan, and Analysis of Impediments to Fair Housing Choice preparation process**. Past and current service recipients include governmental entities in Arizona, Florida, Illinois, Michigan, Ohio, Missouri, Montana, Nebraska, North Carolina, New Jersey, New York, New Mexico, and Texas. **ASK successfully used the eCon Plan Suite in the Integrated Disbursement and Information System (IDIS) to complete 5-year Consolidated Plans, One Year Action Plans, and Consolidated Annual Performance and Evaluation Reports (CAPERs) for four entitlement grantees.** Chris has been providing housing and community development services for the past 39 years and has experience at city, county and state level in federal Community Development Block Grant (**CDBG**), HOME Investment Partnership (**HOME**), Housing Opportunities for Persons with AIDS (**HOPWA**), Emergency Shelter Grant (**ESG**) and Neighborhood Stabilization Program (**NSP**) program management. He is considered a federal grant expert/resource person nationally.

The firm's technical assistance and capacity building expertise was developed through decades of managing federal grant programs and providing local and HUD technical assistance. We believe that federal investments and strategies must be leveraged with private sector investments. We help create strategies and design programs to help our clients to meet community needs.

Minority and Women Owned Enterprises: The Company is a minority and a woman-owned business and strongly believes in the principles of diversity and inclusion.

PROJECT WORK PLAN AND SCHEDULE

Our Approach to the Assignment

Our approach will ensure that, through the team, the professional and technical expertise and skills needed to deliver on the outlined Scope of Services will be available. The team recognizes that the successful completion and results of the Consolidated Plan and Action Plan processes are important to the City of North Miami (hereinafter “the City”), elected officials, and the community. The Consultant proposes to administer the assignment in the following manner, if selected:

I. Description of Consultant Services

Preparation of the Five-Year Consolidated Plan (in coordination with the One Year Annual Action Plan)

The Consultant will provide the following services to comply with the City’s Scope of Work for preparation of the Five-Year Consolidated Plan:

Task A: Consultation with public and private agencies as required in 24 CFR Part 91.100 and solicit public participation

- 1) Identify list of agencies for consultations, identify contact persons and develop an implementation schedule in conjunction with City staff.
- 2) Review and recommend revisions, where applicable, to the City’s current Citizen Participation Plan to ensure compliance with Part 91 including citizen input.
- 3) Develop public notices, consultation letters and/or emails for the initiation of the process.
- 4) Plan and coordinate at least four regional public meetings with City residents and agencies to inform and receive public input for preparation of the Five -Year Consolidated Plan using a) a Public Notice on the City’s website and/or in a newspaper of general circulation, b) use the City’s Social Media outlets such as Twitter and Facebook or other methods such as quarterly newsletters or public television.

Task B: Review City planning documents, conduct research and analyze data

- 5) Review the City’s planning documents), HUD provided IDIS data, conduct research, and analyze data in order to identify housing and community development needs and priorities.
- 6) Develop required maps using CPD Maps or GIS software to show areas of minority and low-income concentration, low- and moderate-income areas, and distribution of resources.

Task C: Conduct a Housing Market Analysis and Housing & Homeless Needs Assessment

- 7) Prepare a Housing Market Analysis showing number of housing units, cost of housing, affordability, housing conditions, need for owner and rental rehabilitation, public and assisted housing, homeless housing needs, special needs facilities and services.
- 8) Identify barriers to affordable housing
- 9) Review the incidence of lead-based paint hazards

Task D: Conduct a Needs Assessment as required by the Consolidated Plan

- 10) Prepare a Needs Assessment including IDIS information and the consultation process to identify the City's affordable housing, community development and homelessness needs.
- 11) Identify needs related to disproportionately greater needs, public housing homeless needs, non-homeless special needs and non-housing community development needs.
- 12) Conduct survey of City residents and other stakeholders to determine priority needs.

Task E: Develop a Comprehensive Strategic Plan identifying priorities and strategies

- 13) Develop a list of priority needs based on the above tasks including research.
- 14) Develop a Strategic Plan showing how the City will meet the needs established by its priorities and describing strategies that the City will undertake to serve its priority needs.
- 15) Review and revise, where applicable, monitoring policies and procedures, affirmative marketing plan and housing.

Task F: Develop Draft Consolidated Plan and Facilitate Plan Review Process

- 16) Develop the draft Consolidated Plan in IDIS and/or as a Microsoft Word document.
- 17) Provide City staff with a draft Consolidated Plan for review and editing.
- 18) Attend City Council meeting to review draft Consolidated plan and receive input.
- 19) Plan and coordinate with staff a 30-day comment period where the draft Consolidated Plan will be placed on the City's website, libraries, and other community locations.
- 20) Upon completion of the 30-day comment period, the Consultant shall document any public comments and make changes to the Plan and/or incorporation of public comments. The Consultant will assist City staff in ensuring that the written public comments are acknowledged, and responses provided in writing, where relevant.

Task G: Input Consolidated Plan in IDIS, Do Quality Control, and Submit to HUD

- 21) Input Plan data in the City's Integrated Disbursement and Information System (IDIS) using the eCon Planning Suite to develop the Consolidated Plan. Consultant already has general password access to IDIS for eCon Planning Suite
- 22) Conduct quality control review and prepare for submission to HUD

Preparation of First Year FY 2020-2021 Annual Action Plan (in coordination with the Five-Year Consolidated Plan)

The Consultant will provide the following services to prepare the First -Year Annual Action Plan:

Task A: Conduct Agency Consultations and Public Participation Meetings

1. Identify list of agencies for consultations, identify contact persons and develop an implementation schedule in conjunction with City staff.
2. Review and recommend revisions, where applicable, to the City's current Citizen Participation Plan to ensure compliance with Part 91.
3. Develop public notices, consultation letters and/or emails for the initiation of the process.
4. Plan and coordinate public meetings with City residents and agencies to inform and receive public input for the Action Plan using a) a Public Notice on the City's website and/or in a newspaper of general circulation, b) the City's Social Media such as Twitter and Facebook.

Task B: Prepare the First Year Annual Action Plan and Facilitate Plan Review Process

5. Develop the draft first year Action Plan as a Microsoft Word document for review.
6. Identify and state expected resources, annual goals and objectives, projects, geographic priorities, affordable housing, public housing, homeless and other social needs activities, barriers to affordable housing other actions, and program specific requirements.
7. Attend City Council meetings to review draft first year Action Plan and receive and document input. Meetings shall be advertised as a venue to receive public comments.
8. Complete Action Plan edits and provide copies for the 30-day public comment period.
9. Plan and coordinate with City staff a 30-day comment period where the draft Action Plan will be placed on the City's website, in the library, at City hall and community locations.
10. Document any public comments and make changes to the Plan and/or incorporate public comments. Assist City staff to respond to and acknowledge written public comments.
11. Input Annual Action Plan in IDIS, conduct quality control review, and submit to HUD

Preparation of Certifications Pursuant to 24 CFR 91.225

The Consultant will assist in preparing the required certifications, including but not limited to:

- Affirmatively furthering fair housing. Incorporation of fair housing data.
- Anti-displacement and relocation plan.
- Drug-free workplace and Anti-lobbying.
- Authority of jurisdiction.
- Consistency with plan.
- Acquisition and relocation.
- Section 3 and Use of funds.

II. Organization

Consultant Team

- a) The Lead Project Manager will initiate and conduct pre-implementation meetings with City staff to more clearly define scope of work, develop schedules, and orient both parties.
- b) Three team members will be used for the assignment and others incorporated, as needed.
- c) The Lead Project Manager and team will coordinate community meetings and conduct agency interviews regarding the development of the Plans and prepare presentation materials and meeting notices in conjunction with City staff.
- d) The Consultant will ensure that City staff has access to the established contact person through e-mail, cell phone, online document sharing such as Dropbox, and teleconferences.
- e) The Lead Project Manager will be available to make presentations as needed to City management and City Council and will be the City's central point of contact.
- f) The Lead Project Manager will be the person to receive password access to IDIS and will enter data gleaned from research and analysis.

City Staff

While the Consultant has the team resources to conduct the assignment, we cannot carry out the tasks without input from, and agreement with, relevant City staff as follows:

- 1. City staff will give the Consultant access to current documents and existing market information.
- 2. At least one (1) Department staff will need to work closely with the Consultant as City liaison.
- 3. Lead Project Manager has IDIS access from previous work and will solely access IDIS.
- 4. Staff person from the City's Communication team re notices, social media and meetings.

PREVIOUS SIMILAR EXPERINCE

Examples of successfully completed Five-Year Consolidated Plans and Annual Action Plans Matrix

The Consultant has been preparing Consolidated Plans and Annual Action Plans and related documents since 1989.

Entitlement Communities	Services	Employee or Consultant	Period
City of North Miami, FL	Five-year Consolidated Plan, Annual Action Plan Analysis of Impediments to Fair Housing Choice Reviewed & Revised Citizen Participation Plan	Consultant	August 2015 -2019
City of Garland, TX	Five-year Consolidated Plan, Annual Action Plan Analysis of Impediments to Fair Housing Choice Reviewed & Revised Citizen Participation Plan	Consultant	August 2015
City of Detroit, MI	Preparation of Plan for Five (5) Neighborhood Revitalization Strategy and Slum and Blight areas	Consultant	February 2015
City of Glendale, AZ	Five-year Consolidated Plan, Annual Action Plan Analysis of Impediments to Fair Housing Choice Reviewed & Revised Citizen Participation Plan	Consultant	May 2015
City of Detroit, MI	Reviewed and provided guidance on Citizen Participation Plan/submission of Annual Action.	Consultant	May 2014
City of Rio Rancho, NM	Five-year Consolidated Plan, Annual Action Plan Reviewed Citizen Participation Plan	Consultant	2012 -2013
City of Margate, FL	Five-year Consolidated Plan, Annual Action Plan Reviewed Citizen Participation Plan	Consultant	2012-2013
Boynton Beach, FL	Five-year Consolidated Plan, Annual Action Plan Reviewed Citizen Participation Plan	Advisor/ Consultant	2009-2013
Canton Township, MI	Five-year Consolidated Plan, Annual Action Plan Reviewed & Revised Citizen Participation Plan	Consultant	2011
City of West Palm Beach, FL	Consolidated Plan & One Year Action Plan Preparation of CAPER	Employee – C Plummer	1994-1998
Palm Beach County, FL	Consolidated Plan & One Year Action Plan Preparation of CAPER	Employee – C Plummer	1989-1994

PLAN OF SERVICES

The Consultant will carry out the assignment using the following plan of services including staffing, implementation timelines, current workload.

I. Assignment Team

The following members have been selected for this project with the following responsibilities:

TEAM MEMBER	TITLE	AREAS OF RESPONSIBILITY
CHRISTOPHER PLUMMER	Lead Project Manager	Overall management of staff and consultants, plan development process, citizen participation, draft and final Consolidated Plan and Annual Action Plan, IDIS access, plan review and HUD compliance. Strategic planning
SHELDONN DUFF	Research Associate	Institutional structure and coordination, plan development process, citizen participation, housing and homeless needs, surveys, needs assessment, demographic data analysis.
LYNDA CHARLES	Research Associate	Citizen participation meetings, translation, project list, Housing market analysis, barriers to affordable housing,

II. Team Member Bios

Chris Plummer has over 39 years of experience in housing and community development (HCD) programs. He is well versed in government program regulations and worked with City and County governments in Florida for 10 years in progressively responsible positions. He administered Community Development Block Grant (CDBG), HOME Investment partnership (HOME), Emergency Solutions (ESG), Housing Opportunities for Persons with AIDS (HOPWA), and Florida State Housing Trust Funds (SHIP). He is considered a federal grant expert/resource person nationally, conducted workshops and provided direct TA for HUD and materials for the HUD Resource Exchange. He has prepared over 25 Consolidated Plans, One Year Action Plans, and Analysis of Impediments to Fair Housing Choice (AI), and Consolidated Annual Performance and Evaluation Reports nationally and has successfully used HUD IDIS to submit the appropriate plans and reports. Chris is a HUD Certified HOME Program Specialist in both Administration and Regulations. Chris holds a BSc in Social Work and a master's degree in Social Administration.

Sheldonn Duff is a project manager and research professional with a decade of experience helping communities and corporations make decisions informed by data and managing projects with multiple components and diverse stakeholders. She has lead research projects in the community development, marketing, and social science. She specializes in multiple methods of assessment including but not limited to surveys, focus groups, and one-on-one interviews. In addition to research, Sheldonn has extensive experience planning and executing large scale and remote trainings on how to use data to aid in community improvement and resource allocation decisions. Sheldonn has a B.A. in Psychology and Sociology from The University of Michigan, Ann Arbor.

Lynda Charles is a seasoned housing and community development professional with over 20 years' experience. She is experienced in developing Consolidated Plans and administered State of Florida SHIP funds for Palm Beach County. She was deputy director of the Haitian American Community Development Corporation in Miami and is the incoming chair of the Florida Alliance of Community Development Corporations (FLACDC). She is fluent in Creole and conversational French and has experience in community engagement and housing programs. Lynda has a BA degree in Economics and a MA in Urban Planning from Florida Atlantic University (FAU)

III. Current Projects

Chris Plummer is currently Lead Project Manager for following assignments but has another team working on these assignments:

CLIENT	SERVICE	COMPLETE BY
City of Detroit, MI	Consolidated Plan, Neighborhood Revitalization Strategy Areas (NRSAs)	July 2020
City of Toledo, OH	Consolidated Plan, One-Year Action Plan, NRSA application	May 2020

IV. Project Timeline

The following is a timeline of five to six months for the delivery of a final Consolidated Plan and One Year Action Plan, before August 15, 2020. The start of the assignment will be determined by the award of the contract and the final work plan and timeline impacted.

	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
Planning meetings with City Staff, develop schedule and design and distribution of survey instruments.						
Citizen Participation: Agency consultations, surveys, & public meetings						
Draft of 5-Year Consolidated Plan & 1 st Year Annual Action Plan						
RFP for Public Services and awards						
Plan review and 30-day comment period						
City Council approval of Consolidated Plan and Annual Action Plan						
Upload of Plans to HUD in IDIS						

ASK DEVELOPMENT SOLUTIONS, INC.
PROPOSED FEES AND SCHEDULE

The Consultant proposes to provide technical consulting services to the City of North Miami for the preparation of Consolidated Plan and One Year Annual Action Plan, for the all-inclusive fees below. Cost such as advertising, meeting space and equipment rental, and document translation service are not included and will be billed separately, if required.

Five-year Consolidated Plan	\$ 13,000.00
One Year Action Plan	<u>\$ 5,000.00</u>
Total Fees	\$ 18,000.00