

**GRANT PROGRAM AGREEMENT
BETWEEN THE CITY OF NORTH MIAMI AND
HAITIAN AMERICAN CHAMBER OF COMMERCE OF FLORIDA, INC.**

THIS GRANT AGREEMENT (“Agreement”) is entered into as of October 1, 2025, between the **CITY OF NORTH MIAMI**, a Florida municipal corporation, located at 776 N.E. 125th Street, North Miami, Florida 33161 (“City”) and **HAITIAN AMERICAN CHAMBER OF COMMERCE OF FLORIDA, INC.**, a not-for-profit Florida corporation located at 713 N.E. 125 Street, North Miami, FL 33161 (“Recipient”), (collectively the “Parties”).

WITNESSETH:

WHEREAS, the City of North Miami (“City”) desires to fund and implement the community based program offered by the Recipient for the 2025-2026 fiscal year (the “Grant”); and

WHEREAS, Recipient desires to provide the Scope of Services (“Services”) listed below; and

WHEREAS, the City desires to engage the Recipient with a financial grant, so it may continue to render Services to those in need.

NOW, THEREFORE, the Parties hereto agree as follows:

ARTICLE 1
GRANT DESCRIPTION

GRANTEE:	Haitian American Chamber of Commerce of Florida, Inc.
ADDRESS:	713 N.E. 125 th Street, North Miami, FL 33161
GRANT AMOUNT:	\$15,000.00
PROJECT DESCRIPTION:	See Exhibit “A”
GRANT TERM:	October 1, 2025 – September 30, 2026

ARTICLE 2
SCOPE OF SERVICES

2.1 Recipient shall provide community based social services to the City’s residents in accordance with the Recipient’s Proposal Description, attached hereto as Exhibit “A” (“Services”).

ARTICLE 3
PROJECT DESCRIPTION

3.1 Recipient may only use the Grant for the purposes that are specifically described in the Project Description, attached hereto as Exhibit “A”. Any modification to Exhibit “A”, Project

Description, shall not be effective unless approved by a written amendment to this Agreement signed by the City and the Recipient. Recipient agrees that all funding provided by the City pursuant to this Agreement will be used exclusively for goods or services to be provided within the City of North Miami.

3.2 The Recipient agrees to the following:

3.2.1. The Services shall benefit City residents.

3.2.2. The Recipient shall maintain records including, but not be limited to, the following:

- a. Client profiles identifying household income, head of household, ethnicity, race and gender.
- b. An outreach plan, which ensures equitable participation by all eligible City residents.

3.3 The Recipient shall maintain a citizen participation system, which will include, but not be limited to the following:

3.3.1. Logging of citizen comments or complaints when received, pertaining specifically to Services provided under this Agreement.

3.3.2. Copies of comments and/or complaints received in writing referenced in (1) above, and all responses.

ARTICLE 4 **TERM OF AGREEMENT**

4.1 This Agreement shall be deemed effective upon execution by both parties and shall terminate on **September 30, 2026**.

ARTICLE 5 **DEFAULT**

5.1 For purposes of this Agreement (and the documents referenced or incorporated herein), a default shall include, without limitation, the following acts or events of the Recipient, its agents and employees:

5.1.1. Failure to (i) commence Services within thirty (30) days from the date of this Agreement, or (ii) provide the documentation required under the terms of this Agreement.

5.1.2. Failure to comply with applicable federal, state and local regulations and laws.

5.1.3. Breach regarding any of the terms and conditions of this Agreement.

5.1.4. Insolvency or bankruptcy.

5.1.5. Failure to maintain the insurance required by the City.

5.1.6. Failure to maintain federal tax-exempt status under Section 501(c)(3), of the Internal Revenue Code.

5.2 In the event of a breach, the City may exercise any and all rights including those rights expressed in Article 6.

5.3 Additionally, the City shall be entitled to bring any and all legal and/or equitable actions in Miami Dade County, Florida, in order to enforce the City's right and remedies against the breaching Party. The City shall be entitled to recover all costs of such actions including reasonable attorney's fees and costs, at all levels of trial and appellate actions, to the extent allowed by law.

ARTICLE 6

TERMINATION

6.1 The City and the Recipient agree that this Agreement may be terminated by either Party upon written notice at least thirty (30) days prior to the effective date of such termination, with or without cause.

6.2 The City may also suspend or terminate payment to the Recipient in whole or in part for cause. The term "cause" shall include the following:

6.2.1. Failure to comply and/or perform in accordance with this Agreement; or

6.2.2. Submission of reports to the City, which are materially incorrect or incomplete.

6.3 The City shall notify the Recipient in writing when payments are being suspended for cause. The notification shall include actions to be taken by the Recipient as a condition precedent to the resumption of payments and a reasonable date for compliance, which shall be no more than thirty (30) days from the notification date.

6.4 It is further agreed that 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 Recipient. This Agreement will terminate effective as of the time that it is determined by the City such funds are no longer available.

6.5 In the event of such determination, the Recipient agrees that it will not look to, nor seek to hold the City liable, for the performance of this Agreement and the City shall be released from further liability under the terms of this Agreement. This shall not release Recipient from the obligations of Article IX.

6.6 It is understood by and between the City and the Recipient that any payment made in accordance with this section to the Recipient, shall be made only if the Recipient is not in breach under the terms of this Agreement. If the Recipient is in breach, then the City shall in no way be obligated, and shall not pay any sum to the Recipient.

ARTICLE 7 **AMENDMENTS**

7.1 Any alterations, variations, modifications, waivers, or provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both Parties, and attached to the original of this Agreement. This Agreement contains all the terms and conditions agreed upon by the Parties. No other agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the Parties.

ARTICLE 8 **METHOD OF PAYMENT**

8.1 The maximum amount payable under this Agreement is **Fifteen Thousand and no/100 Dollars (\$15,000.00)** and shall represent the only source of funding received from the City for the Services.

8.2 Payment requests may be submitted to the City at any time during the Grant Term. Payment requests must include all related supporting documents totaling the amount of the approved grant and must be directly related to grant activities taking place within the 2025-26 Fiscal Year.

ARTICLE 9 **CONFLICT OF INTEREST**

9.1 The conflict of interest provisions of this section apply to any person who is an employee, agent, consultant, officer, elected official or appointed official of the Recipient.

9.2 The Recipient covenants that the persons described in this section who exercise any functions or responsibilities under this part or who are in a position to participate in a decision making process or gain information with regard to such activities may not obtain a financial interest in any contract, subcontract or benefit from the assisted activity being provided under this Agreement, nor may have a financial interest in any contract, subcontract or agreement with respect to the Services covered under this Agreement, either for themselves or those with whom they have family or business ties.

9.3 Any such interest on the part of the Recipient or its employees shall be disclosed in writing to the City. The Recipient agrees to abide and be governed by the conflict of interest requirements applicable or promulgated by the City, which are hereby incorporated by reference.

ARTICLE 10 **INDEMNIFICATION**

10.1 The Recipient shall defend, indemnify and hold harmless the City, its officers, employees and agents, against any claims, suits, actions, damages, proceedings, liabilities and costs (including attorney's fees) arising from or in connection with this Agreement or any contracts the Recipient may enter into with third parties pursuant to this Agreement. The Recipient shall pay all claims

and losses of any nature, and shall defend all suits, on behalf of the City, its officers, employees or agents when applicable and shall pay all costs and judgments which may issue.

ARTICLE 11

REPORTS

11.1 The Recipient shall provide reports with the following information:

11.1.1. Client profile form;

11.1.2. A comparison of actual accomplishments with the goals and objectives established for the period (if applicable, use cost data for computation of unit costs);

11.1.3. Reasons for unmet goals;

11.1.4. The reports shall contain a final evaluation that includes the cumulative totals and other statistical findings (such as the number of dollars spent to render actual Services to each client and the program's overall effectiveness) and shall be due no more than thirty (30) days following the expiration of this Agreement.

11.2 Other reporting requirements may be required by the City. The Recipient shall be informed, in writing, if any changes become necessary.

ARTICLE 12

AUDIT AND INSPECTIONS

12.1 At any time during normal business hours, and as often as the City may deem necessary, there shall be made available to the City, the right to audit and examine all contracts, invoices, materials, payrolls, records of personnel, conditions of employment and other data relating to matters covered by this Agreement. In the event of an audit, the Recipient shall produce all requested records within five (5) business days. It is further understood that all records and supporting documents pertaining to this Agreement shall be kept for a minimum period of three (3) years from the date of expiration of this Agreement. All documents of Recipient, to the extent allowed by law, shall be public records available for inspection and copying. The Recipient must maintain records necessary to document compliance with the provisions of the Agreement.

ARTICLE 13

NOTICES

13.1 It is understood and agreed between the Parties that all notices which may arise in connection with this Agreement shall be considered sufficient when made in writing and mailed or delivered to the appropriate address:

If to the City:	City of North Miami 776 N.E. 125 th Street North Miami, FL 33161 Attn: City Manager
-----------------	---

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

Recipient: Haitian American Chamber of Commerce of Florida, Inc.
713 N.E. 125 Street
North Miami, FL 33161

13.2 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.

ARTICLE 14 **ASSIGNMENT**

14.1 The Recipient shall not be permitted to assign this Grant, and any purported assignment will be void, and shall be treated as an event of default pursuant to this Agreement. Recipient agrees that no assignment or subcontract will be made in connection with this Agreement.

ARTICLE 15 **ACCESS TO RECORDS**

15.1 Recipient, as outlined in Article 12 of this Agreement, shall allow access during normal business hours, to all financial records to City representatives and agrees to provide such assistance as may be necessary to facilitate financial audit when deemed necessary by the City to insure compliance with applicable accounting and financial standards. The Recipient shall allow access during normal business hours to all other records, forms, files, and documents which have been generated in the performance of this Agreement, to those personnel as may be designated by the City.

ARTICLE 16 **SEVERABILITY OF PROVISIONS**

16.1 If any provision of this Agreement is held invalid, the remainder of this Agreement shall not be affected if such remainder would then continue to conform to the terms and requirements of applicable law.

ARTICLE 17 **INSURANCE**

17.1 The Recipient shall maintain during the term of this Agreement, the insurance specified below:

17.1.1. Workmen's Compensation Insurance as required by Chapter 440, Florida Statutes.

17.1.2. Comprehensive General Liability Insurance in an amount not less than \$1,000,000 combined single limit for bodily injury and property damage. The policy shall be endorsed to include the City and its officers, agents and employees as additional insureds, with all necessary endorsements showing the City as a first-party insured.

17.1.3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$500,000 combined single limit for bodily injury and property damage.

17.1.4. The Comprehensive General Liability Insurance coverage as required in paragraph (17.1.2.) above, shall include those classifications, as listed in Standard Liability Insurance Manuals, which are applicable to the operations of the Recipient in the performance of this Agreement.

17.2 All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida and executed by duly licensed agents upon whom service of process may be made in Miami Dade County, Florida. All policies shall have a general policy holders rating of "A" or better and a financial rating no less than "X" as reported by Best's Key Rating Guide, published by A. M. Best company, latest edition.

ARTICLE 18

CIVIL RIGHTS

18.1 Recipient agrees to abide and be governed by Title VI and VII, Civil Rights Act of 1964 (42 USC 2000 D & E) and Title VIII of the Civil Rights Act of 1968, as amended, which provides in part that there will not be discrimination of race, color, sexual orientation, religion, handicap or national origin in the performance of this Agreement, in regard to persons served, or in regard to employees or applicants for employment. It is expressly understood that upon receipt of evidence of such discrimination, the City shall have the right to terminate this Agreement.

18.2 The Recipient also agrees to abide and be governed by the Age Discrimination Act of 1975, as amended, which provides in part that there shall be no discrimination against persons in any area of employment because of age.

ARTICLE 19

LIMITATION OF LIABILITY

19.11 The City desires to enter into this Agreement only if in so doing, the City can place a limit on its liability for any cause of action arising out of this Agreement, so that its liability will never exceed the agreed sum of **One Thousand and no/100 Dollars (\$1,000.00)**. Accordingly, and notwithstanding any other term or condition of this Agreement, the Recipient hereby agrees that the City shall not be liable for damages in an amount in excess of **One Thousand and no/100 Dollars (\$1,000.00)**, for any action or claim of the Recipient or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon the City's liability as set forth in 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 20

PUBLICITY AND CREDITS

The Recipient must include the City logo and the following credit line in all publications related to this Grant: "This Project is funded in whole or in part by a grant from the City of North Miami". Recipient's failure to comply with this paragraph may preclude future grant funding from the City, in the same manner as if Recipient defaulted under this Agreement.

ARTICLE 21

INDEPENDENT CONTRACTOR

Nothing contained in this Agreement is intended to, or shall be construed in any manner, as creating or establishing the relationship of employer/employee between the parties. The Subrecipient shall at all times remain an "independent contractor" with respect to the services to be performed under this Agreement. The City shall be exempt from payment of all Unemployment Compensation, FICA, retirement, life and/or medical insurance, and Workers' Compensation Insurance, as the Subrecipient is an independent contractor.

ARTICLE 22

VENUE, APPLICABLE LAW

This Agreement shall be governed by the laws of Florida, and any action shall be brought in Miami-Dade County, Florida.

[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 above written.

RECIPIENT:

By: _____
President

By: _____
Executive Director

ATTEST:

CITY OF NORTH MIAMI

Vanessa Joseph, Esq., City Clerk

By: _____
Theresa Therilus, Esq., City Manager

Approved as to form:

Jeff P. H. Cazeau, City Attorney

EXHIBIT A



BOARD OFFICERS

PRINSTON JEAN-GLAUDE
Chairman

DR. LUMANA JOSEPH, PT, DPT
Immediate Past Chairwoman

CARL MOMPLAISIR
Vice-Chairman

TAMARA RODRIGUEZ
Treasurer

DR. STEPHANIE S. THOMAS,
DHSc, MPA
Secretary

BOARD MEMBERS

JEAN G. BELIZAIRE

CARL CHRISTIAN

PEDRO GASSANT, ESQ.

MELYN BAILER JOSEPH

GEPSIE M. METELLUS

DR. JIDLYNE REMY-CHERELUS

DR. SANDRA SEVERE, PH.D.,
MPH

EVANS ST FORT

ADVISORY BOARD

MICHELLE AUSTIN PAMIES,
ESQ.

HERVE BONY

RASHA CAMEAU, MBA, FRA-RP

HONORABLE FRANCOIS
GUILLAUME II

JEFF LOZAMA

PATRICK F. MARTIN, ESQ.

PIERRE SALIBA

RAOUL SICLAIT

PHILIPPE R. ARMAND, MBA
Founder

December 1, 2025

Theresa Therilus, Esq., City Manager
City of North Miami
776 N.E. 125th St.
North Miami, FL 33161

Re: Annual Chamber Business Program Assistance

Dear Ms. Therilus,

The City of North Miami has been a steadfast partner of the Haitian-American Chamber of Commerce of Florida (HACCOF), and we remain deeply grateful for your continued support. Your investment in our mission has allowed us to uplift, empower, and guide Haitian-American businesses throughout our community.

This year, we proudly celebrated HACCOF's 20th anniversary, a milestone that reflects two decades of service, leadership, and community impact. As we approach the end of the year, we are now preparing to wrap up with our 5th Annual Sunday Brunch, a key fundraising event supporting our signature initiative: the Scale Up 305 Business Incubator.

Thanks to the City of North Miami's support, programs like Scale Up 305 have become a transformative program that continues to strengthen the entrepreneurial landscape in our community. To date, the program has proudly achieved:

- Over 350 entrepreneurs served
- More than 250 graduates
- Over \$30,000 in grants awarded through our Business Pitch Competition
- Meaningful collaborations and new business ventures launched within and between cohorts

With your continued partnership, we can not only maintain this level of high-quality programming, we can grow it, expanding opportunities for even more aspiring and established business owners in North Miami.

In addition to this core initiative, HACCOF will continue to host impactful programs such as the Haitian-American Emerging Businesses & Healthcare Innovation Summit, which provides essential insights into business trends, healthcare advancements, and innovative income-generating strategies.

On behalf of our board, we formally request continued funding in the amount of \$15,000. This support is vital for facilitating our training programs and assisting businesses in North Miami, as well as covering overhead costs associated with our numerous initiatives.

We are grateful for your support, which enables us to continue these programs that benefit both new and established businesses in the City of North Miami. We look forward to our continued collaboration to promote a prosperous business environment.

Thank you for your continued support.

Warm Regards,

Prinston Jean-Glaude
Board Chairman

713 NE 125th Street, North Miami, FL 33161
305-733-9066 | info@haccof.com | www.haccof.com