

**CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT
FAIR HOUSING OUTREACH AND EDUCATION CONSULTING AGREEMENT**

THIS CONSULTING AGREEMENT is entered into as of **January 1st 2019**, between the **City of North Miami**, a Florida municipal corporation, (“City”), and **Housing Opportunities Project for Excellence, Inc.** (“HOPE”), a Florida not-for-profit corporation, located at 11501 NW 2nd Ave, Miami, Florida, 33168 (Consultant), (Parties).

WITNESSETH:

WHEREAS, the U.S. Department of Housing and Urban Development (HUD) established the Community Development Block Grant (CDBG) Program to provide funds to local governments for the expansion, production, and promotion of affordable housing; and

WHEREAS, the City as a recipient of CDBG funds is required to develop and adopt an Analysis of Impediments (AI) to fair housing; and

WHEREAS, the AI developed for the City recommends adoption of strategies and activities that will promote fair housing goals in the City; and

WHEREAS, the AI was developed by HOPE, Inc., an agency recognized by HUD as a provider of fair housing related services; and

WHEREAS, the City is desirous of advancing and promoting the goals embodied by the Fair Housing Act by undertaking appropriate and effective outreach and education activities (Services).

NOW, THEREFORE, the parties agree as follows:

**ARTICLE 1
SERVICES AND RESPONSIBILITIES**

- 1.1 The Consultant agrees to perform for the City’s benefit, all of the Services set forth in Attachment A of this Agreement. Consultant shall perform the services in accordance with the highest professional standards.
- 1.2 The Services shall be performed under the direction of and to the satisfaction of the City. No approval or direction by the City shall relieve the Consultant of any contractual obligation.
- 1.3 The Consultant shall furnish all labor, materials, tools, supplies and other items required to perform the Services that are necessary for the completion of this Agreement.

- 1.4 The City shall make decisions on all claims regarding interpretation of the Documents, and on all other matters relating to the execution and progress of the Services.
- 1.5 The Consultant represents, with full knowledge that the City is relying upon these representations when entering into this Agreement with the Consultant, that the Consultant has the professional expertise, experience and manpower to perform the Services as described in this Agreement.
- 1.6 The Consultant agrees to perform the following:
 - a) Serve income-eligible persons living within the City of North Miami, Florida;
 - b) Maintain in its files the documentation used to determine income-eligible persons entitled to Program benefits, (minorities and residents of the City of North Miami, Florida). Such documentation shall include, but not be limited to, the following:
 1. Profiles identifying financial classification, head of household, ethnicity, race and gender, or area benefit data, as required.
 2. An outreach plan which insures equitable participation by all eligible North Miami residents and which delineates steps taken to solicit increased participation of minority groups.
 - c) Maintain a citizen participation mechanism, which will include, but not be limited to, the following:
 1. Logging citizen comments or complaints when received.
 2. Maintaining copies of comments and/or complaints received in writing.
 3. Maintaining copies of responses to complaints and/or explanations of resolutions to complaints.
 - d) Comply with 24 CFR Part 570 Subpart J, where applicable;
 - e) Obtain the City's approval prior to incurring expenditure and obligations for the Services; and
 - f) Certify, pursuant to Section 109 of Title 1 of the Housing and Community Development Act of 1974 as amended, that no person shall be denied the benefits of the Program on the grounds of race, age, national origin, disability or sex.
- 1.7 The Consultant agrees that to the extent that it staffs the Program with personnel not presently residing in the City, it will take affirmative action in attempting to employ income-eligible persons particularly residing in the City of North Miami.

ARTICLE 2
TIME FOR PERFORMANCE

This Agreement shall be deemed effective upon approval and release of funds by HUD or upon being duly executed by both parties, whichever is later, and shall be completed by **September 30, 2019**, unless terminated sooner.

Minor adjustments to the timetable for completion approved by City in advance, in writing, shall not constitute non-performance by Consultant pursuant to this Agreement. Additional services requested by City, or changes in scope, will be reviewed with any impact on the schedule and the schedule may be modified accordingly.

ARTICLE 3 **REVERSION OF ASSETS**

The Consultant shall, in the event of a termination of this Agreement pursuant to Article 14 or upon expiration of the Agreement, transfer to the City any City allocated CDBG funds on hand at the time of expiration, any accounts receivable attributable to the use of CDBG funds provided by the City and any real property under the Consultant's control that was acquired or improved in whole or in part with CDBG funds.

ARTICLE 4 **DELAY IN PERFORMANCE**

A delay due to an Act of God, fire, lockout, strike or labor dispute, manufacturing delay, riot or civil commotion, act of public enemy or other cause beyond the control of Consultant, or by interruption of or delay in transportation, labor trouble from whatever cause arising and whether or not the demands of the employees involved are reasonable and with City's power to concede, partial or complete suspension of City's operations, compliance with any order or request of any governmental officer, department, agency, or committee, shall not subject City to any liability to Consultant. At the City's option, the period specified for performance of services may be extended by the period of delay occasioned by any such circumstance, and services omitted shall be made or performed during such extension, or the services so omitted shall extend this Agreement for a period equal to such delay.

ARTICLE 5 **COMPENSATION AND METHOD OF PAYMENT**

- 5.1 City agrees to compensate Consultant for the services performed pursuant to Article 1 in the amount of **Seven Thousand Five Hundred Dollars (\$7,500.00)**, based upon Consultants budget attached as Attachment "B", or as otherwise agreed to between the parties and set forth in a written amendment to this Agreement.
- 5.2 The Consultant shall be entitled to invoice on a monthly basis for services performed. The Consultant shall submit an original invoice and one copy to the City along with required reports. This will be considered the official request for payment.
- 5.3 The City shall pay Consultant within thirty (30) days of receipt of any invoice the total shown to be due on such invoice, provided the City has accepted the Consultant's performance.

- 5.4 These CDBG funds must be expended during the Agreements term, and any remaining balance of funds shall revert to the City.
- 5.5 The Consultant shall comply with the provisions of 24 CFR 570.504 (a) and (c), relating to Program Income, gross income directly generated from the use of CDBG funds, and 24 CFR 570.500 (a) and (c). In those instances where the City allows the Consultant to retain program income, these funds shall be expended for CDBG eligible activities, approved by the City in accordance with the Budget attached to or referenced in Attachment B of this Agreement. At the end of this Agreement's term, the City may require remittance of all or part of any Program income balance (including investments) held by the Consultant.
- 5.6 It is expressly understood and agreed by the parties that funds contemplated by this Agreement to be used for compensation originate from grants of the CDBG Program and must be implemented in full compliance with all of HUD's rules and regulations.

It is expressly understood and agreed that in the event of reduction or elimination of these federal grant funds, the financial sources necessary to continue to pay the Provider compensation will not be available and that this Agreement will thereby terminate effective as of the time that it is determined that these funds are no longer available.

- 5.7 In the event of a determination that these grant funds are unavailable or have been reduced, the Consultant agrees that it will not look to, nor seek to hold liable, the City, its officers, employees or agents for the performance of this Agreement and all of the parties shall be released from further liability each to the other under the terms of this Agreement.

ARTICLE 6 **OWNERSHIP OF DOCUMENTS**

- 6.1 All documents resulting from the professional services rendered by the Consultant under this Agreement shall be deemed the sole property of the City, and the City shall have all rights incident to the sole ownership. Consultant agrees that all documents maintained and generated pursuant to this contractual relationship between the City and Consultant shall be subject to all provisions of Chapter 119, Florida Statutes.
- 6.2 It is further understood that any information, writings, maps, contract documents, reports or any other matter which is given by City to Consultant pursuant to this Agreement shall at all times remain the property of City, shall be returned to the City and shall not be used by Consultant for any other purpose without the written consent of City.

ARTICLE 7 **COURT APPEARANCE, CONFERENCES AND HEARINGS**

- 7.1 This Agreement shall obligate the Consultant to prepare for and appear at the City's request or on the City's behalf for any presentations regarding the Consultant's services arising out of this Agreement.

- 7.2 The Consultant shall confer with the City during the performance of the Services regarding the interpretation of this Agreement, the correction of errors and omissions, the preparation of any necessary revisions to correct errors and omissions or the clarification of service requirements, without compensation.

ARTICLE 8
WARRANTIES, GUARANTEES AND ATTORNEY'S FEES

- 8.1 The Consultant warrants that its services are to be performed within the limits prescribed by the City and with the thoroughness and competence inherent to the Consultant's profession.
- 8.2 The Consultant shall be responsible for correcting technically deficient reports or studies due to Consultant's errors and omissions, for two years after the date of acceptance of the Services by the City. The Consultant shall, upon the request of the City, promptly correct or replace all deficient work due to errors or omissions without cost to City. The Consultant shall also be responsible for all damages resulting from the correction of deficient work resulting from the Consultant's documents. Payment in full by the City for services performed does not constitute a waiver of this guarantee.
- 8.3 All services performed by the Consultant shall be to the satisfaction of the City. In cases of disagreement or ambiguity regarding quality or the amount of value, the City shall decide all questions, difficulties and disputes of whatever nature that may arise under this Agreement. The City's decision on all claims or questions is final.

ARTICLE 9
NOTICES

All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail addressed to the other party at the address indicated or as may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or if by mail, on the date of actual receipt.

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

Consultant:
Keenya Robertson
President & CEO
HOPE, Inc.
11501 N.W. 2nd Avenue
Miami, Florida 33168

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

Registered Agent:
Keenya Robertson
President & CEO
HOPE, Inc.
11501 N.W. 2nd Avenue
Miami, Florida 33168

ARTICLE 10
ADVERTISEMENT

The Consultant agrees that when sponsoring a Program event, financed in whole or in part under this Agreement, all notices, informational pamphlets, press release advertisements, descriptions of the Program sponsorship, research reports, and similar public notices prepared and released by the Consultant shall first be approved by the City and shall include the statement:

FUNDING BY THE CITY OF NORTH MIAMI
COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM

In written materials, the words **CITY OF NORTH MIAMI COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM** shall appear in the same size letters or type as the name of the Consultant.

ARTICLE 11
AUDIT RIGHTS; RECORDS

- 11.1 The City reserves the right to audit the records of the Consultant related to the services performed under this Agreement and for a period two (2) years after final payment is made.
- 11.2 The Consultant shall maintain sufficient records in accordance with 24 CFR 570.502 and 570.506 to determine compliance with the requirements of this Agreement, the Community Development Block Grant Program, and all applicable laws and regulations.

This documentation shall include but not be limited to, the following:

- (i) Books, records and documents in accordance with the generally accepted accounting principles, procedures and practices which sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by this Agreement, including matching funds and program income.
 - (ii) Time sheets for split-funded employees, which work on more than one activity, in order to record the CDBG, related charges directly attributable to the Services under this Agreement.
 - (iii) Completion of Statutory National Objective(s) requirements as defined in 24 CFR 570.208 and return funding requirements of this Agreement. These also include special requirements such as necessary and appropriate determinations as defined in 24 CFR 570.209, income certifications and written agreements with beneficiaries, where applicable.
- 11.3 The Consultant is responsible for maintaining and storing all records pertinent to this Agreement in an orderly fashion in a readily accessible, permanent and secured location for a period of two (2) years after expiration of this Agreement, with the following exception: if any litigation, claim or audit is started before the expiration date of the two year period, the records will be maintained until all litigation, claims or audit findings

involving these records are resolved. The City shall be informed in writing, after closeout of this Agreement, of the address where the records are to be kept.

- 11.4 Audits shall be conducted annually and shall be submitted to the City 180 days after the end of the Consultant's fiscal year. The Consultant shall comply with the requirements and standards of OMB A-133, Audits of Institutions of High Education and Other Non-Profit Institutions (as set forth in 24 CFR Part 45), or OMB Circular A-128, Audits of State and Local Governments (as set forth in 24 CFR Part 44), as applicable. If this Agreement is closed-out prior to the receipt of an audit report, the City reserves the right to recover any disallowed costs identified in an audit after such closeouts.

ARTICLE 12 **SUBCONTRACTING**

- 12.1 No Services shall be subcontracted, assigned, or transferred under this Agreement without the prior consent of the City.
- 12.2 The Consultant shall be fully responsible to the City for all acts and omissions of any agents or employees, and shall be covered by Consultant's insurance. Consultant shall furnish the City with appropriate proof of insurance and releases in connection with the work performed.

ARTICLE 13 **WARRANTY**

The Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the Consultant, to solicit or secure this contract and that it has not paid or agreed to pay any company or person other than a bona fide employee working solely for the Consultant any fee, commission, percentage fee, gifts or any other considerations contingent upon or resulting from the award or making of this contract. For breach or violation of this warranty, the City shall have the right to cancel this contract without liability.

ARTICLE 14 **TERMINATION**

- 14.1 The City retains the right to terminate this Agreement, without cause, upon ten (10) days notice at any time prior to the completion of the Services required pursuant to Article 1 above without penalty. City shall only be responsible to pay the Consultant for any Services actually rendered up to the date of termination.
- 14.2 It is understood by the City and Consultant that any payment to Consultant shall be made only if Consultant is not in default under the terms of this Agreement.
- 14.3 Costs of the Consultant resulting from obligations incurred during a suspension or after termination are not allowable unless the City expressly authorizes them in the notice of suspension or termination or in subsequent action. Other costs during suspension or after

termination which are necessary and not reasonable avoidable are allowable if the costs resulting from obligations which were properly incurred before the effective date of suspension or termination, are not in anticipation of it, and, in the case of termination, are non-cancellable, and the cost would be allowable if the award were not suspended or expired normally at the end of the funding period in which the termination takes effect.

- 14.4 Upon termination of the Agreement, the Consultant and the City shall meet to discuss the City's determination, if any amounts are to be repaid to the City.

ARTICLE 15 **DEFAULT**

- 15.1 An event of default shall mean a breach of this Agreement by the Consultant. Without limiting the generality of the foregoing and in addition to those instances referred to as a breach, an event of default shall include the following:

- (1) Consultant has not performed services on a timely basis, including respond in writing to concerns raised by the City;
- (2) Consultant has refused or failed to supply enough properly skilled Staff;
- (3) Consultant has failed to make prompt payment to sub consultants or suppliers for any services;
- (4) Consultant has failed to obtain the approval of the City where required by this Agreement;
- (5) Consultant has failed in the representation of any warranties; or
- (6) Consultant has refused or failed to provide the Services as defined in this Agreement.

- 15.2 In an Event of Default, the Consultant shall be liable for all damages resulting from the default, including but not limited to:

- (1) Lost funding;
- (2) The difference between the cost associated with procuring services and the amount actually expended by the City, including procurement and administrative costs; and
- (3) Consequential damages.

- 15.3 The City may take advantage of each and every remedy specifically existing at law or in equity. Each and every remedy shall be in addition to every other remedy given or otherwise existing and may be exercised from time to time and as often and in such order

as may be deemed expedient by the City. The exercise or the beginning of the exercise of one remedy shall not be deemed to be a waiver of the right to exercise any other remedy. The City's rights and remedies as set forth in this Agreement are not exclusive and are in addition to any other rights and remedies available to the City in law or in equity.

ARTICLE 16
INDEMNIFICATION

The Consultant shall, to the fullest extent permitted by law, indemnify, defend and hold harmless the City, its officers, employees and agents from and against any and all claims, costs, losses and damages, including but not limited to, all attorney fees and costs and charges of other professionals caused by the acts or omissions of the Consultant, its officers, directors, partners, employees, and agents in the performance and furnishing of Services under this Agreement.

ARTICLE 17
INSURANCE

- 17.1 Throughout the term of this Agreement, the Consultant shall maintain, in force at its own expense, insurance as follows:
- 17.1.1 Workers Compensation: Workers Compensation Insurance with statutory limits, including coverage for Employers Liability, with limits not less than One Million Dollars (\$1,000,000.00).
 - 17.1.2 In the case of any approved subcontract, the Consultant shall require the subcontractor to provide statutory Workers Compensation and Employers Liability Insurance with the same limits as those required of the Consultant.
 - 17.1.3 General Liability: Commercial General Liability with limits not less than One Million Dollars (\$1,000,000.00) each occurrence combined single limit for Bodily Injury and Property damage including coverage for contractual liability, personal injury, broad form property damage, products and completed operations. This coverage is required by the Consultant and any subcontractor or anyone directly or indirectly employed by either of them. The City shall be named an additional first party insured.
 - 17.1.4 Automobile Liability: Comprehensive or Business Automobile Liability Insurance with not less than Five Hundred Thousand Dollars (\$500,000.00) each occurrence combined single limit for Bodily Injury and Property Damage including coverage for owned, hire and non-owned vehicles as applicable. The Consultant and any of its approved subcontractors shall take out and maintain this insurance coverage against claims for damages resulting from bodily injury, including wrongful death and property damage which may arise from the operations of any owned, hired or non-owned automobiles and/or equipment used in any capacity in connection with

the carrying out of this Agreement. The City shall be named as an additional insured.

- 17.1.5 Professional Liability: The Consultant, its officers, employees and agents will provide the City a Certificate of Insurance evidencing professional liability insurance with limits not less than One Million Dollars (\$1,000,000.00) aggregate with respect to acts, errors or omissions in connection with professional services to be provided under this Agreement and any deductible is not to exceed Ten Thousand Dollars (\$10,000.00) for each claim. Consultant represents it is financially responsible for the deductible amount.
- 17.1.6 Consultant shall maintain professional liability insurance during the term of this Agreement and for a period of two (2) years for the date of completion of each Project. In the event that Consultant goes out of business during the term of this Agreement or the two (2) year period described above, Consultant shall purchase Extended Reporting Coverage for claims arising out of Consultant's negligent acts errors and omissions during the term of the Professional Liability Policy.
- 17.2 Subcontractors Insurance: The Consultant shall require any approved subcontractors to take out and maintain during the life of the subcontract the same insurance coverage required of the Consultant or Consultant will include all subcontractors as insureds under its policies. Each subcontractor shall furnish to the Consultant two (2) copies of the Certificate of Insurance and Consultant shall furnish one copy of the Certificate to the City, and shall name the City as an additional insured.
- 17.3 Insurance Company and Agent: 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 agents upon whom service of process may be made in Miami-Dade County, Florida. The City reserves the right to request a copy of the required policies for review. The City may accept coverage with carriers having lower Best's ratings upon review of financial information concerning Consultant and the insurance carrier.
- 17.4 The required insurance to be provided shall be occurrence based policies, which Consultant shall maintain continuously throughout the term of this Agreement.
- 17.5 Certificates of Insurance: Evidence of all required insurance shall be submitted prior to commencement of this Agreement. Consultant must submit revised Certificate of Insurance naming the City as additional insured for all liability policies.

- 17.6 Any deductibles or self-insured retentions must be declared to and approved by the City's Risk Manager prior to the start of work under this Agreement. The City reserves the right to request additional documentation, financial or otherwise, prior to giving approval of the deductible or self-insured retention and prior to executing the Agreement. The City's Risk Manager, prior to the change taking effect, must approve any changes to the deductibles or self-insured retentions made during the term of this Agreement or during the term of any policy.

ARTICLE 18
CODES, ORDINANCES, AND LAW

- 18.1 The Consultant shall abide and be governed by all applicable local, state and federal codes, ordinances, and laws.
- 18.2 The Consultant shall comply with the requirements and standards of OMB Circular No. A-122, Cost Principles for Non-profit Organizations, or OMB Circular No. A-21, Cost Principles for Educational Institutions, as applicable.
- 18.3 The Consultant shall comply with the provisions of the Uniform Administrative requirements of OMB Circular A-110 (implemented at 24 CFR Part 84, Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and Other Non-Profit Organizations) or the related CDBG provision.
- 18.4 The Consultant agrees to adhere to and be governed by all applicable requirements of the applicable laws including those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations and new construction. These shall include but not be limited to, the Americans with Disabilities Act of 1990 (ADA); Pub. L. 101-336, 104 Stat 327, 42 U.S.C. 12101-12213 and 547 U.S.C. Sections 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- 18.5 The Consultant agrees to comply with all applicable federal regulations as they may apply to program administration and to carry out each activity in compliance with the laws and regulations as described in 24 CFR 570 Subpart K.

ARTICLE 19
REPORTING AND EVALUATION REQUIREMENTS

Maintaining credibility for the community development effort rests heavily on the ability to produce an impact in income-eligible areas, through progress in accomplishing scheduled activities. An effective method for maintaining program progress against a previously established schedule is through Program evaluation and reporting, which will consist of both written reports and staff discussions on a regular basis. As required by HUD, the City will conduct monitoring visits with the Consultant as needed.

19.1 Monthly Reports are due no later than the fifteenth (15th) day of the succeeding month and shall include the request for payment when applicable. Contents of the Monthly Report, shall include but not necessarily be limited to, the following:

1. The Narrative Report;
2. The Financial Status Report, which shall include the request for payment and documentation, as applicable;
3. The Client Profile Report.

Each Report must contain (i) the month for which the Report is submitted, (ii) the date submitted, and (iii) an original signature of the person responsible for the contents of the Report.

19.2 Final Evaluation. Within twenty (20) days of completion of the services, a final report documenting how the Statutory National Objective and the eligibility requirements were met must be submitted by the Consultant to the City for review and approval. The Report's contents shall include a cumulative total of the data submitted during the Program's operation. Further, the report shall include statistical findings which depict Program efficiency; i.e., the number of dollars spent, including non-CDBG funding sources, to render actual service to Program recipients, and an overall evaluation of the Program's effectiveness, and quantitative results. The final report will be evaluated and the Consultant will be notified if additional data is necessary or that the Program is considered closed-out.

19.3 Other Reporting Requirements may be required by the City in the event of Program changes, the need for additional information or documentation arises, and/or legislative amendments are enacted. The Consultant shall be informed, in writing, if any changes become necessary.

Reports and/or requested documentation not received by the due date shall be considered delinquent and shall be considered by the City, at its sole discretion, as sufficient cause to suspend CDBG payments to the Consultant.

ARTICLE 20
ENTIRETY OF AGREEMENT

This Agreement and its attachments constitute the sole and only Agreement of the parties and sets forth the rights, duties, and obligations of each party. Any prior agreements, promises, negotiations, or representations not expressly set forth in this Agreement are of no force or effect.

ARTICLE 21
NON-EXCLUSIVE AGREEMENT

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

ARTICLE 22
GOVERNING LAW; VENUE

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

ARTICLE 23
INDEPENDENT CONTRACTOR

Consultant and its employees and agents shall be deemed to be independent contractors, and not City agents or employees. The Consultant, its employees or agents shall not attain any rights or benefits under the City's Civil Service or Pension Ordinances nor any rights generally afforded the City's classified or unclassified employees. The Consultant shall not be deemed entitled to the Florida Workers Compensation benefits as a City employee.

ARTICLE 24
NONDISCRIMINATION

Consultant agrees that it shall not discriminate as to race, gender, sexual orientation, age, creed, national origin, or disability, in connection with its performance under this Agreement.

ARTICLE 25
AMENDMENTS

No amendments to this Agreement shall be binding on either party unless in writing and signed by both parties.

ARTICLE 26
CONDUCT/CONFLICT OF INTEREST

- 26.1 Consultant covenants that no person under its employ who presently exercises any functions or responsibilities on behalf of the City in connection with CDBG funded activities pursuant to this Agreement has any personal financial interest, direct or indirect, in this Agreement. Consultant further covenants that, in the performance of this Agreement, no person having such conflicting interest shall be employed. Any such interest on the part of Consultant or its employees must be disclosed in writing to City.
- 26.2 The Consultant covenants that it will comply with all provisions of 24 CFR 570.611 Conflict of Interest, and with the federal, state, county and city statutes, regulations, ordinances or resolutions governing conflicts of interest. The Consultant shall disclose, in writing, to the City any possible conflicting interest or apparent impropriety that is covered by the above provisions. This disclosure shall occur immediately upon knowledge of such possible conflict. The City will then render an opinion which shall be binding on both parties.

ARTICLE 27
OTHER PROVISIONS

- 27.1 Title and paragraph headings are for convenient reference and are not a part of this Agreement.
- 27.2 No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same of any other provision, and no waiver shall be effective unless made in writing.
- 27.3 Should any provision, paragraph, sentence, word or phrase contained in this Agreement be determined to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida by a court of competent jurisdiction, such provision, paragraph, sentence, word or phrase shall be deemed modified in order to conform with Florida law. If not modifiable to conform with such law, then it 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.

ARTICLE 28
LIMITATION OF LIABILITY

The City desires to enter into this Agreement only if in so doing the City can place a limit on the City's liability for any cause of action arising out of the Agreement, so that its liability never exceeds the agreed sum of One Hundred Dollars (\$100.00) Consultant expresses its willingness to enter into this Agreement with Consultant's recovery from the City for any action or claim arising from this Agreement to be limited to One Hundred Dollars (\$100.00) Payments under the Agreement shall be set-offs against any award of damages against the City.

Accordingly, and notwithstanding any other term or condition of this Agreement, Consultant agrees that the City shall not be liable to Consultant for damages in an amount in excess of One Hundred Dollars (\$100.00) for any action or claim of the Consultant or any third party arising out of this Agreement. Nothing contained in this paragraph or elsewhere 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.

IN WITNESS WHEREOF, this Agreement is effective as of the date first written above.

ATTEST:

HOPE, INC., a Florida not-for-profit corporation,

Corporate Secretary or Witness:

By: *Whitney Taylor*
Print Name: Whitney Taylor
Date: 12/11/18

By: *Keenya Robertson*
Print Name: Keenya Robertson, CEO
Date: 12/11/18

ATTEST:

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

By: *Michael A. Etienne*
DocuSigned by: Michael A. Etienne, Esq. City Clerk
Date: 12/14/2018

By: *Larry M. Spring, Jr.*
DocuSigned by: Larry M. Spring, Jr. City Manager
Date: 12/14/2018

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

By: *Jeff P. H. Cazeau*
DocuSigned by: Jeff P. H. Cazeau, Esq. City Attorney
Date: 12/12/2018