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2020 CENTENNIAL CENSUS OUTREACH SERVICES AGREEMENT BETWEEN THE CITY OF NORTH MIAMI AND SOUTH FLORIDA CONSULTING FIRM, INC.

THIS AGREEMENT entered into on 8/7/2020 by and between the **City of North Miami**, Florida, a municipal corporation of the State of Florida (hereinafter referred to as "City") and **SOUTH FLORIDA CONSULTING FIRM, INC.** a Florida Profit Corporation located at 790 NE 155 Street, North Miami Beach, Florida 33162 (hereinafter referred to as "Consultant").

WHEREAS, the City wishes CONSULTANT to provide census outreach services to the City; and

NOW THEREFORE in consideration of the mutual covenants promises and representations contained herein the parties hereto agree as follows:

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ARTICLE I
SCOPE OF SERVICE

CONSULTANT shall provide Census Outreach services to the City of North Miami, which includes, but not limited to:

A. Providing services in accordance with Consultant's Proposal attached as Exhibit "A";
B. Provide street teams for to canvass Census tract numbers 12.08, 2.19, and 3.06;
C. Street teams shall consist of 3-6 employees canvassing for 4 hours per day for 4 days per week.

ARTICLE II
PERIOD OF AGREEMENT AND EFFECTIVE DATE

This Agreement shall commence upon August 1st, 2020 and shall remain in full force and effect until September 30, 2020, pursuant to Article IV of this Agreement.

ARTICLE III
CONSIDERATION AND PAYMENT

For its performance under this Agreement, CONSULTANT will receive funds from the City in an amount not to exceed Ten Thousand Dollars ($10,000). CONSULTANT will be issued City equipment including tablets and similar technology to assist in the performance of services under this Agreement. CONSULTANT understands and agrees that One Thousand Dollars ($1,000.00) will be retained from the final payment until such time that all issued equipment is returned to the City.

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ARTICLE IV
TERMINATION OF AGREEMENT

Except as otherwise provided herein, this Agreement may be terminated by either party with thirty (30) days advance written notice to the other at its address as herein specified. In the event CONSULTANT cancels the Agreement prior to completion of the Scope of Work, CONSULTANT will reimburse the City in proportion to time remaining on the Project. In the event the City terminates the Agreement no reimbursement will be required of CONSULTANT.

ARTICLE V
DEFAULT AND TERMINATION FOR NON PERFRMANCE

A default shall consist of any use of Funds for a purpose other than as authorized by this Agreement, noncompliance with any provision in Articles herein, or any material breach of the Agreement.

Upon the occurrence of any such default, the City shall serve due notice to CONSULTANT at which time CONSULTANT shall have a reasonable opportunity to respond and cure. For purposes of this Agreement, a reasonable opportunity to respond and cure shall be ten (10) business days from receipt by CONSULTANT of the City's written notice of such default (the "Cure Period"). If the default is not cured to the satisfaction of the City, the City shall have the right in its sole discretion to take the following actions:

A. Upon a written request from CONSULTANT setting forth a reasonable basis to support the need for an additional Cure Period the City may grant an additional Cure Period by written acknowledgment thereof or

B. Terminate this Agreement by written notice thereof

C. Take such other action including but not limited to temporarily withholding cash payments pending correction of the deficiency by CONSULTANT disallow all or part of the cost of the activity or action not in compliance wholly or partly suspend or terminate the current award for CONSULTANT' program, withhold further awards for the program or take other remedies that may be legally available.

ARTICLE VI
ADDITIONAL RIGHTS AND REMEDIES

Nothing contained herein shall be construed as a limitation on such other rights and remedies available to the parties under law or in equity which may now or in the future be applicable.

ARTICLE VII
FISCAL NON FUNDING CLAUSE

This Agreement is subject to funding availability. In the event sufficient budget funds to fund this Agreement become reduced or unavailable the City shall notify CONSULTANT of such occurrence and the City may terminate this Agreement without penalty or expense to the City upon no less than twenty-four (24) hours written notice to the CONSULTANT. The City shall be the final authority as to the availability of funds and how available funds will be allotted. If this Agreement is funded in whole or in part by federal or state dollars which are reduced or become

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unavailable the City shall notify the CONSULTANT of such occurrence and the City may terminate this Agreement without penalty or expense to the City upon no less than twenty-four (24) hours written notice to CONSULTANT.

ARTICLE VIII
ASSIGNMENT

CONSULTANT shall not assign this Agreement or any part hereof without the prior written consent of the City.

ARTICLE IX
COMPLIANCE WITH APPLICABLE LAWS

CONSULTANT shall comply with all applicable laws orders and codes of the federal, state and local governments as they pertain to this Agreement.

ARTICLE X
EQUAL OPPORTUNITY CLAUSE

CONSULTANT agrees to comply with the requirements of all applicable state federal and local laws rules regulations ordinances and Executive Orders prohibiting and or relating to discrimination. CONSULTANT shall not discriminate on the basis of race, color, religion, sex, national origin, age familial status and handicap.

ARTICLE XI
PROJECT PUBLICITY

CONSULTANT shall recognize the City for its contribution in promotional material and at any events or workshops for which funds from this Agreement are allocated. Any news release or other type of publicity pertaining to the scope of work performed pursuant to this Agreement must recognize the City as the sponsor.

ARTICLE XII
POLITICAL ENDORSEMENT PROHIBITION

CONSULTANT shall not engage in political activities that promote or oppose specific candidates.

ARTICLE XIII
PUBLIC ENTITY CRIMES

A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid proposal or reply on a contract to provide any goods or services to a public entity may not submit a bid proposal or reply on a contract with a public entity the construction or repair of a public building or public work may not submit bids Proposals or replies on leases of real property to a public entity may not be awarded or perform work as a contractor supplier subcontractor or CONSULTANT under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 Florida Statutes for Category Two for a period of thirty- six (36) months following the date of being placed on the convicted vendor list. Additionally, pursuant to City's policy, a conviction of a public entity crime may cause the rejection of a bid offer or proposal. The City may make inquiries regarding alleged convictions of public entity crimes. The

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unreasonable failure of a bidder, offeror or proposer to promptly supply information in connection with an inquiry may be grounds for rejection of a bid offer, proposal or reply.

ARTICLE XIV
MAINTENANCE OF RECORDS

CONSULTANT shall maintain all records and accounts including property, personnel and financial records, contractual agreements, construction reports, Davis Bacon records, subcontracts, proof of required insurance and any other records related to or resulting from the activities performed under this Agreement to assure a proper accounting and monitoring of all Funds. In the event the City determines that such records are not being adequately maintained by CONSULTANT, the City may cancel this Agreement in accordance with Articles IV and V herein. This Article shall survive the expiration or earlier termination of this Agreement.

With respect to all matters covered by this Agreement records will be made available for examination audit inspection or copying purposes at any time during normal business hours and as often as the City may require. CONSULTANT will permit same to be examined and excerpts or transcriptions made or duplicated from such records and audits made of all contracts, invoices materials, records of personnel and of employment and other data relating to all matters covered by this Agreement.

The City's right of inspection and audit shall obtain likewise with reference to any audits made by any other agency whether local state or federal. CONSULTANT shall retain all records and supporting documentation applicable to this Agreement for six (6) years after receipt of final payment from the City for inspection. If any litigation claim negotiation audit monitoring inspection or other action has been started before the expiration of the required record retention period records must be retained until completion of the action and resolution of all issues which arise from it or the end of the required period whichever is later.

The retention period starts from the date of the execution of this Agreement.

ARTICLE XV
EVALUATION

CONSULTANT agrees that the City shall be responsible for monitoring and evaluating all aspects of the services provided under this Agreement. The City shall have access to and be able to make copies and transcriptions of such records as may be necessary in the determination of the City to accomplish this obligation subject to state and federal confidentiality requirements.

In order to properly monitor and evaluate CONSULTANT' performance under this Agreement the City shall make onsite inspections as often as it deems necessary. Further, CONSULTANT shall submit an activity report with each reimbursement request which details the progress made to date toward the completion of the activities authorized under Exhibit "A".

ARTICLE XVI
DRUG FREE WORKPLACE

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CONSULTANT shall assure the City that it will administer in good faith a policy designed to ensure that CONSULTANT is free from the illegal use possession or distribution of drugs of alcohol.

ARTICLE XVII
NEGATION OF AGENT OR EMPLOYEE STATUS

CONSULTANT shall perform this Agreement as an independent agent and nothing contained herein shall in any way be construed to constitute CONSULTANT or any assistant representative agent employee independent contractor partner affiliate holding company subsidiary or subagent of CONSULTANT to be a representative, agent, subagent or employee of the City.

CONSULTANT certifies its understanding that the City is not required to withhold any federal income tax, social security tax, state and local tax to secure worker's compensation insurance or employer's liability insurance of any kind or to take any other action with respect to this insurance or taxes of CONSULTANT.

In no event shall any provision of this Agreement make the City or any political subdivision of the State of Florida liable to any person or entity that contracts with or provides goods or services to CONSULTANT in connection with the services CONSULTANT has agreed to perform hereunder or otherwise or for any debts or claims of any nature accruing to any person or entity against CONSULTANT. There is no contractual relationship either express or implied between the City or any political subdivision of the State of Florida and any person or entity supplying any work, labor, services, goods or materials to CONSULTANT as a result of the provisions of the services provided by CONSULTANT hereunder or otherwise.

ARTICLE XVIII
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 this Agreement, so that its liability never exceed the agreed sum of **Ten Thousand and no/100 Dollars ($10,000.00)**. Subrecipient expresses its willingness to enter into this Agreement with Subrecipient recovery from the City for any action or claim arising from this Agreement to be limited to **Ten Thousand and no/100 Dollars ($10,000.00)**.

Accordingly, and notwithstanding any other term or condition of this Agreement, the Subrecipient hereby agrees that the City shall not be liable to the Subrecipient for damages in an amount in excess of **Ten Thousand and no/100 Dollars ($10,000.00)**, for any action or claim of the Subrecipient 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.

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ARTICLE XIX
INSURANCE

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

CONSULTANT shall maintain in force all policies and coverage for the duration of this Agreement. The City shall receive written notice of any changes or cancellation of the required coverage.

ARTICLE XX
ACCESS TO RECORDS

If applicable, CONSULTANT shall comply with the requirements of Chapter 119 Florida Statutes with respect to any documents papers and records made or received by CONSULTANT in connection with this Agreement.

ARTICLE XXI
SURVIVABILITY AND SEVERABILITY

Any term, condition, covenant or obligation which requires performance by either party subsequent to termination of this Agreement shall remain enforceable against such party subsequent to such termination. In the event any section sentence clause or provision of this Agreement is held to be invalid illegal or unenforceable by a court having jurisdiction over the matter the remainder of the Agreement shall not be affected by such determination and shall remain in full force and effect.

ARTICLE XXII
SUCCESSORS AND ASSIGNS

This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

ARTICLE XXIII
GOVERNING LAWS

This Agreement shall be construed under the laws rules and regulations of the State of Florida. Venue shall be in Miami-Dade County, Florida.

ARTICLE XXIV
AUTHORIZATION

Each party represents to the other such party has authority under all applicable laws to enter into an agreement containing such covenants and provisions. All of the procedural requirements imposed by law upon each party for the approval and authorization of this Agreement, have been

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properly completed and that the persons who have executed this Agreement are duly authorized and empowered to do so.

ARTICLE XXV
NOTICE AND GENERAL CONDTI IONS

All notices which may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service or by certified mail return receipt requested addressed to the parties at their respective addresses indicated below or as the same may be changed in writing from time to time:

Notices to the City shall be sent to:
Theresa Therilus, City Manager
City of North Miami
776 NE 125 Street
North Miami, FL 33161
Phone: 305-895-9888
E-mail: ttherilus@northmiamifl.gov

With copy to:
Jeff P. H. Cazeau, City Attorney
City of North Miami
776 NE 125 Street
North Miami, FL 33161
Phone: 305-895-9888
E-mail:jcazeau@northmiamifl.gov

Notices to CONSULTANT shall be sent to:
Williams Coracelin
South Florida Consulting Firm, Inc.
790 N.E. 155 Street
North Miami Beach, Florida 33162
Phone: 954-348-9015
Email: SandraC@soflconsult.org

ARTICLE XXVI
TERMS

Capitalized terms contained herein shall have the definition assigned. Capitalized terms contained herein that do not have the definition assigned shall have the meaning assigned in the applicable federal statute or regulation. All article and descriptive headings of paragraphs in this Agreement are inserted for convenience only and shall not affect the construction or interpretation hereof.

ARTICLE XXVII
ESTOPPEL WAIVER

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A waiver of any performance or default by either party shall not be construed to be a continuing waiver of other defaults or non-performance of the same provision or operate as a waiver of any subsequent default or non-performance of any of the terms, covenants and conditions of this Agreement. The payment or acceptance of fees for any period after a default shall not be deemed waiver of any right or acceptance of defective performance.

ARTICLE XXVIII
MERGER AND MODIFICATIONS

This Agreement together with the Exhibits embodies the entire agreement and understanding between the parties hereto and there are no other agreements and or understandings oral or written with respect to the subject matter hereof that are not merged herein and superseded hereby This Agreement may only be amended or extended by a written instrument executed by the City and CONSULTANT expressly for that purpose.

THE REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK

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AGREED:

South Florida Consulting Firm, Inc.,

By: Williams Coracelin
Its Duly Authorized Representative

City of North Miami

Date:

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

DocuSigned by:
BB47A3B4B262492...
By: 8/31/2020
Vanessa Joseph, Esq.
City Clerk

DocuSigned by:
Theresa Therilus
E0514CC216694D9...
By: 8/31/2020
Theresa Therilus, Esq.
City Manager

APPROVED AS TO FORM AND
LEGAL SUFFICIENCY:

DocuSigned by:
8AF8443D714D491...
By: 8/11/2020

Jeff P. H. Cazeau, Esq.
City Attorney

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Invoice

SOUTH FLORIDA CONSULTING FIRM, INC.

790 NE 155 Street
North Miami Beach, Florida 33162

Date
July 29, 2020

To
CITY OF NORTH MIAMI
123380 NE 8 AVENUE
NORTH MIAMI, FL 33161

INVOICE # NM2020-8X4

DATE	Description		Total
07/29/2020	North Miami Community Outreach Census 2020	BUDGET FOR 8 WEEKS:	$10,000
	Canvassing 4 hours per day		
	4 days per week/ 3-6 employees		
		Subtotal	$10,000
		Sales Tax	0
		Shipping & Handling	0
		PAYMENT DUE	**$10,000**

Thank you for your business!

Email: SandraC@soflconsult.org ■ Phone number: (954) 348-9015 ■ Fax number: (888) 730-1259

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NORTH MIAMI
FLORIDA

Office of the City Manager
776 NE 125 Street | North Miami FL 33161

EQUIPMENT LENDING FORM

I hereby acknowledge receipt on loan of the **equipment** from City of North Miami to be used in support of North Miami's Census Outreach Campaign. In consideration of this loan, I agree that:

1. I have inspected the item(s) and it appears to be in working order.
2. I understand the method of operation of the item and shall not try to avoid liability for damage on the grounds of not being familiar with operational procedures.
3. I understand that the equipment is and shall remain the sole property of the City of North Miami.
4. The use of the equipment shall be strictly limited to City of North Miami work-related activities and shall be subject to all of the rules and policies regarding use of equipment, emails, public records, etc.
5. I shall ensure that equipment borrowed is not used by a third party **(unless previously authorized).**
6. I undertake to return the equipment borrowed in good condition on or before the **October 9, 2020** but agree that equipment borrowed can be returned early.
7. I accept full responsibility for the transport both from and to the City of North Miami and agree that the City of North Miami is not responsible for this.
8. I shall immediately advise the person in charge of the equipment if I become aware of any damage or loss of the item or any part of it.
9. **I agree to accept complete responsibility for the condition, care and custody of the item until it is returned, and I agree to pay the cost of any necessary repairs to or replacement of the item if it or any part of it is damaged while in my possession due to negligence of my own.**

Today's date: 8/7/2020 Return Date: _____

Signature: _____ Signature: _____

Printed Name of Borrower: Sandra Corcelin

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Equipment Borrowed:	Tablet(s)
Vendor, make and model#	Apple iPad 6th Generation (____) Samsung Galaxy Tab A (5)
Serial Number and other information:	#1, 2, 3, 4, 5

Signature: _____

Printed Name of Borrower: _____

Reason for Loan: **Census 2020 Outreach**

For CMO use only:

Return Equipment Received by:	
Condition of Equipment Returned:	
Date Equipment Returned:	

For Finance/Personnel/Payroll Use Only:

Equipment Cost (from IT):	
Deduct from Check:	☐ Yes ☐ No
Date:	
Processed by:	

EQUIPMENT INVENTORY FORM

EQUIPMENT	NUMBER	STATUS (INCLUDED Y/N)
List any additional equipment included: i.e. Laptop Bag, Mouse, etc.		
iPad Charger (brick & cable)		Y
Tab A charger (brick, cable & adapter)	5	Y

Today's date: 8/7/2020 Return Date: _____

Signature: [signature] Signature: _____

Printed Name of Borrower: Sandra Corcelin