

# EXHIBIT A

## MEMORANDUM OF UNDERSTANDING

### (MOU)

This Memorandum of Understanding (MOU) is made and entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2017, between the Housing Authority of the City of Miami Beach (HACMB), a public body corporate and politic, and the City of Miami Beach (CMB), a public body corporate and politic, and referred to collectively as the "Parties", to conduct an Assessment of Fair Housing,

### RECITALS

**WHEREAS**, CMB is a Consolidated Plan entitlement grantee of funding authorized by the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, HACMB is a public housing agency created by Section 421.04, Florida Statutes, and a grantee of funding authorized by the U.S. Department of Housing and Urban Development (HUD); and

**WHEREAS**, HUD requires that jurisdictions that receive funding must take actions to affirmatively further fair housing including, but not limited to, identifying and taking action to address factors of housing discrimination; and

**WHEREAS**, on July 16, 2015, HUD published the Final Rule for Affirmatively Furthering Fair Housing, which created a standardized process for fair housing planning, called the Assessment of Fair Housing (AFH), replacing the previously required Analysis of Impediments (AI); and

**WHEREAS**, preparation of the AFH requires identification of the factors influencing segregation, concentration of poverty, and disparate access to housing and community assets, as well as development of priorities and goals related to fair housing and mitigation of the aforementioned determinants; and

**WHEREAS**, the 2015 HUD Rule encourages jurisdictions and public housing agencies to work together and collaborate regionally while enabling collaborators to select a lead entity and submit the AFH according to that entity's schedule; and

**WHEREAS**, the undersigned Parties believe collaboration on a jurisdiction-wide AFH will result in efficiencies for each participant and a more effective analysis overall; and

**WHEREAS**, the 2015 HUD Rule also directs HUD program participants who intend to complete a collaborative AFH, to notify HUD of such intention and provide HUD with a copy of the written agreement; and

**WHEREAS**, the Parties will mutually benefit from the joint effort to complete the AFH; and

**WHEREAS**, the Parties desire to enter into this MOU, based on the terms and conditions set forth herein.

**NOW, THEREFORE,** in consideration of the mutual promises made by the Parties contained herein, the Parties agree as follows:

The Parties designate CMB as the lead entity for the preparation of the AFH. While both Parties are accountable for the analysis and will sign the AFH submitted to HUD, CMB will oversee the submission of the AFH. Since CMB's Consolidated Plan cycle will be October 1, 2018 — September 30, 2023, the AFH will be due to HUD in January 2018.

The Parties agree that individual entity costs incurred for the preparation of the AFH will be paid by the entity incurring the cost. Should consulting services be required to develop portions of the AFH that are the shared responsibility of both Parties, the selection of the consultant shall be made through mutual agreement of the Parties and the costs of such services shall be shared equally.

Each Party represents that it shall observe and comply with all applicable Federal, State, and local laws, regulations, and ordinances related to the performance under this MOU.

This MOU shall be deemed to have been executed and to be performed within the State of Florida and shall be construed and governed by the laws of the State of Florida. Any legal proceedings arising out of, or relating to this MOU, shall be brought in Miami-Dade County, Florida.

This MOU may not be assigned without the prior written approval of the parties hereto.

No party assumes liability for the acts or omissions of the other party or its agents. Nothing in this MOU shall be construed to extend the immunities of one party and its agents to the other party or its agents. All parties shall retain all immunities, defenses, rights and remedies available at law and in equity.

HACMB shall defend, indemnify, and hold harmless CMB, as the Lead Agency, and its Board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of HACMB and its respective Councils, officers, directors, agents, employees, or volunteers.

CMB shall defend, indemnify, and hold harmless HACMB and its respective Board, officers, directors, agents, employees and volunteers from and against all demands, claims, actions, liabilities, losses, damages, and costs, including reasonable attorneys' fees, arising out of or resulting from the performance of the MOU, caused in whole or in part by the negligent or intentional acts or omissions of CMB and its Board, officers, directors, agents, employees, or volunteers.

Each Party, at its sole cost and expense, shall carry insurance, or self-insure, that covers its activities in connection with this MOU, and obtain, keep in force, and maintain insurance or equivalent programs of self-insurance, for general liability, workers compensation, and business automobile liability adequate to cover its potential liabilities hereunder. Each Party agrees to provide the other Party with thirty (30) calendar days' advance written notice of any cancellation, termination, or lapse of any of the insurance or self-insurance coverage.

This Agreement shall be effective upon the signature of the last party to this Agreement and shall continue until all services provided for in this MOU have been performed.

Any notice, demand, request, consent, or approval that any Party hereto may be, or is, required to give any other Party pursuant to this Agreement shall be in writing and shall be either personally delivered or sent by mail, addressed as follows:

To City of Miami Beach:

Jimmy L. Morales  
Office of the City Manager  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

With Copy to:

Maria L. Ruiz, Director  
Office of Housing and Community Services  
City of Miami Beach  
1700 Convention Center Drive  
Miami Beach, FL 33139

To Housing Authority of the City of Miami Beach:

Miguell Del Campillo, Executive Director  
Housing Authority of the City of Miami Beach  
200 Alton Road  
Miami Beach, FL 33139

This MOU sets forth the entire agreement between the parties relative to the subject matter hereof. No representation, promise or condition, whether oral or written, not incorporated herein shall be binding upon any party to this MOU. No waiver, modification or amendment of the terms of this MOU shall be effective unless made in writing and signed by an authorized representative(s) of the party sought to be bound thereby.

This MOU shall bind the successors of each Party in the same manner as if they were expressly named.

In the event of any dispute arising out of or relating to the MOU, the Parties shall attempt, in good faith, to promptly resolve the dispute mutually between them. If the dispute cannot be resolved by mutual agreement, nothing herein shall preclude either Party's rights to pursue remedy or relief by civil litigation, pursuant to the laws of the State of Florida.

CMB and HACMB will amend this MOU, as needed, in order to identify specific resources that will be devoted to the completion of the AFH, or to further clarify the steps to be taken by each party to this MOU, to participate in and complete the AFH. The Parties further authorize the CMB City Manager and the HACMB Executive Director to execute any amendments to this MOU.

(SIGNATURE PAGE FOLLOWS)

**IN WITNESS WHEREOF**, the Parties hereto have caused this Memorandum of Understanding to be duly executed as of the day and year first written above.

Witness:

City of Miami Beach

\_\_\_\_\_  
Rafael Granado, City Clerk

\_\_\_\_\_  
Jimmy L. Morales, City Manager

Witness:

Housing Authority of the City of Miami Beach

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Miguel Del Campillo, Executive Director

\_\_\_\_\_  
Print

APPROVED AS TO  
FORM & LANGUAGE  
& FOR EXECUTION

*Rafael*

\_\_\_\_\_  
City Attorney

12-12-12

\_\_\_\_\_  
Date

*gms*