



**MIAMI-DADE COUNTY  
FINAL OFFICIAL MINUTES  
Miami-Dade Economic Advocacy Trust (MDEAT)**

Office of the Miami-Dade Economic Advocacy Trust  
19 West Flagler Street  
Mezzanine Room 106  
Miami, Florida 33128

June 1, 2011  
As Advertised

Harvey Ruvin, Clerk  
Board of County Commissioners

Christopher Agrippa, Division Chief  
Clerk of the Board Division

Zorana Gainer, Commission Reporter  
(305) 375-3570



**OFFICIAL MINUTES  
MIAMI-DADE ECONOMIC ADVOCACY TRUST  
JUNE 1, 2011**

The Miami-Dade Economic Advocacy Trust (MDEAT) convened its meeting in the MDEAT Board Room, 19 West Flagler Street, Mezzanine Room #106, on June 1, 2011 at 3:30 p.m., there being present: Mr. Ron Butler, Ms. Stephanye Johnson, Ms. Barbara Montero, Mr. Carlos Morales, Ms. Natasha K. Nalls, Reverend Walter T. Richardson, Ms. Tamika Robinson, and Ms. H. Leigh Toney (Chairman Robert Holland, Esq., Mr. Marc Douthit, Esq., Mr. Richard Kuper, and Ms. Treska V. Rodgers were absent).

**ROLL CALL**

The following staff members were present: Executive Director John Dixon, Ms. Maria de la Portilla, Ms. Melba Gasque, Mr. Jose Gonzalez, Ms. Pamela Green, Mr. Eric Johnson, Mr. William Simmons and Mr. Anthony Williams (Ms. Laverne Carlile, Mr. Eric Johnson, Ms. Angela Vaughns and Mr. Joey Walker were absent); and Deputy Clerk Zorana Gainer.

In the absence of Chairman Holland and Vice-Chairman Marc Douthit, Ms. Natasha Nalls chaired today's (6/1) meeting.

Ms. Nalls called the meeting to order at 3:39 p.m.

**DISCLOSURE FOR CONFLICTS OF INTEREST**

**QUERY FOR EARLY DEPARTURES**

**APPROVAL OF PREVIOUS MINUTES**

**I. Board Action Items**

**A. Social Compact – Funding Update and Progress Report**

Mr. John Dixon provided a progress report regarding Social Compact, which was the Demographics Data Research Partner/Consultant for MDEAT. He noted staff was requesting the approval of \$100,000 for the next phase of the project as outlined in the progress report. Social Compact had completed its initial task of providing a disparity study and report card, which provided a comparative analysis of the socioeconomic conditions of African American communities and their metropolitan area counterparts.

Mr. Dixon noted during the last meeting that members of the Trust expressed some concerns about the project and had requested Social Compact to create market profiles of smaller geographic areas. Mr. Dixon pointed out that this additional task was beyond the scope of the original agreement; however, representatives of Social Compact agreed to perform the task. He noted that the release of the additional \$100,000 was predicated on preserving the continuity of the project and utilizing the General Funds portion of the

budget prior to the end of the County fiscal year. He further noted \$30,000 would come from the Economic Development Budget, \$30,000 from the Teen Court budget, \$30,000 from the General Fund and \$10,000 from MDEAT's Housing budget. Mr. Dixon explained that the platform system would have the ability to collect, store and update significant information.

Discussion ensued regarding the funding of the Social Compact project.

Mr. William Simmons explained that members of the Trust could review further funding information in the Proposal Submission Package.

It was moved by Mr. Ron Butler that the allocation of \$100,000 be approved for the next phase of the Social Compact project. This motion was seconded by Ms. Stephanye Johnson and upon being put to a vote passed unanimously by those members present (Chairman Robert Holland, Esq., Mr. Marc Douthit, Esq., Mr. Richard Cooper, and Ms. Treska V. Rodgers were absent).

#### **B. MDEAT – Miami-Dade Public Schools Service Agreement Amendment**

Mr. John Dixon explained that the intent of the foregoing agenda item was to amend the Service Agreement between MDEAT and Miami-Dade Public Schools (MDPS) by extending the agreement and removing the Tutorial Program from the agreement. He pointed out that eliminating the tutoring program would yield a savings of \$120,000. Mr. Dixon noted there was no need to amend this item since the tutoring program would be eliminated.

### **II. Information Items**

#### **A. FY 2011-12 Budget Update & April 28<sup>th</sup> Budget Meeting Recap**

Mr. John Dixon gave an update regarding the MDEAT Fiscal Year (FY) Budget of 2011-12. He noted the Juvenile Assessment Center's name had changed to the Juvenile Services Department (JSD). Mr. Dixon also noted that last year MDEAT allocated \$273,000 to JSD to fund five positions for the Miami-Dade Intervention Initiative (MDII) Program. Teen Court received 95% of all juvenile delinquent referrals with the exception of juveniles who had drug problems or mental illnesses. He noted this allocation contributed to Teen Courts success this year more than previous years. Mr. Dixon noted MDEAT was unable to allocate \$273,000 to JSD this year, but could partially fund MDII in the amount of \$120,000 for two staff positions. He suggested that since MDEAT would not continue with its tutorial program, those funds could be used to assist the funding of the MCII unit.

Following further discussion regarding the \$120,000 allocation to JSD and the juvenile delinquent referrals, the Trust proceeded to vote.

It was moved by Reverend Walter T. Richardson that the allocation of \$120,000 be approved to fund two staff positions at the MSDII Unit of the JSD. This motion was seconded by Tamika Robinson and upon being put to a vote, passed unanimously by those members present (Chairman Robert Holland, Esq., Mr. Marc Douthit, Esq., Mr. Richard Cooper, and Ms. Treska V. Rodgers were absent).

**B. 2011 Teen Court Annual Conference Recap**

**III. Advocacy Items**

**A. Action Committee Updates as applicable**

**IV. Executive Director's Report**

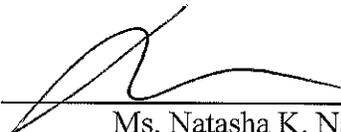
**V. Departmental Monthly Reports**

- A. Fiscal**
- B. Housing**
- C. Teen Court/Youth Services**
- D. Public Information Services**

**VI. New Business**

**VII. Schedule Next Meeting**

There being no further business to come before the Trust, the meeting was adjourned at 4:20 p.m.

  
\_\_\_\_\_  
Ms. Natasha K. Nalls, Member  
Miami-Dade Economic Advocacy Trust

STATE OF FLORIDA        )

MIAMI-DADE COUNTY    ) SS:

I, HARVEY RUVIN, Clerk of the Circuit and County Courts in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY that the foregoing is a true and correct copy of the June 1, 2011, Board of County Commissioners' (BCC) Miami-Dade Economic Advocacy Trust meeting minutes.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 30th day of March 2012.

HARVEY RUVIN, Clerk  
Board of County Commissioners  
Miami-Dade County, Florida

By: *Zorana Gainer*  
Deputy Clerk





Miami-Dade Economic Advocacy Trust  
June 1, 2011

Prepared by: Zorana Gainer

**EXHIBITS LIST**

NO.	DATE	ITEM #	DESCRIPTION
1	6/1/2011		Meeting Agenda
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			
16			
17			
18			
19			
20			



# MIAMI-DADE ECONOMIC ADVOCACY TRUST

## BOARD OF TRUSTEES MEETING

~~MAY 18, 2011~~ ← Meeting cancelled

### Agenda

Items heard @  
June 1, 2011 Meeting

Agenda Items I-A  
heard @ 6/1/11 MD&AT  
Mtg.



## **MEETING NOTICE**

**MIAMI-DADE ECONOMIC ADVOCACY TRUST**

**TRUSTEE BOARD MEETING**

**DATE: WEDNESDAY MAY 18, 2011**

**TIME: 3:30 PM**

**LOCATION: BISCAYNE BUILDING  
19 WEST FLAGLER STREET – SUITE M-106  
MAIN CONFERENCE ROOM  
MIAMI, FLORIDA 33130**



## MIAMI-DADE ECONOMIC ADVOCACY TRUST

### BOARD MEETING WEDNESDAY, MAY 18, 2011 AGENDA

#### Roll Call

#### DISCLOSURE OF CONFLICTS OF INTEREST

#### QUERY FOR EARLY DEPARTURES

#### - Approval of Previous Minutes

- I. **Board Action Items**
  - A. Social Compact – Funding Update and Progress Report 1
  - B. MDEAT – Miami-Dade Public Schools Service Agreement Amendment 9
  
- II. **Information Items**
  - A. FY 2011-12 Budget Update & April 28<sup>th</sup> Budget Meeting Recap 11
  - B. 2011 Teen Court Annual Conference Recap 13
  
- III. **Advocacy Items**
  - A. Action Committee Updates as applicable
  
- IV. **Executive Director's Report**
  
- V. **Departmental Monthly Reports**
  - A. Fiscal 16
  - B. Housing 22
  - C. Teen Court/ Youth Services 26
  - D. Public Information Services 31
  
- VI. **New Business**
  
- VII. **Schedule Next Meeting**

#### **Adjournment**

## **ACTION ITEM I A**

# **Social Compact Funding Update and Progress Report**

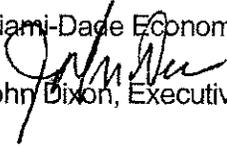
# Memorandum



## MIAMI-DADE ECONOMIC ADVOCACY TRUST MEMORANDUM OF APPROVAL

Date: May 16, 2011

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board of Trustees

From:  John Dixon, Executive Director

Re: Social Compact Progress Report

---

### **PURPOSE OF ITEM**

The purpose of this item is to provide the Board with a Progress report prepared by Social Compact, MDEAT's Demographics Data Research Partner/Consultant. Additionally, staff is requesting the release of the \$100,000.00 for the next phase of the project as outlined in the progress report.

### **BACKGROUND**

Social compact has completed its initial task order to provide the following to the Trust 1. a disparity study and report card that provide a comparative analysis of the socioeconomic conditions of African American communities and their metro area counterparts. The Trust requested Social Compact to create market profiles of smaller geographic areas i.e. communities within the commission districts initially identified. This task was beyond the scope of the original agreement. Social Compact has agreed to perform the task and should have the additional profiles available within two weeks of the May Board meeting. The request to release the additional \$100,000.00 is predicated on two factors 1. preserving the continuity of the project and 2. utilizing the General Fund portion of the budget prior to the end of the fiscal year when it will be eliminated. Please note the attached payment provisions from the Social Compact Agreement.

### **FISCAL IMPACT TO AGENCY**

The fiscal impact of this item remains the same (\$200,000.00)

### **RECOMMENDATION**

It is recommended that the Board of Trustees of the Miami-Dade Economic Advocacy Trust release the \$100,000.00 for the next phase of the project as outlined in the progress report.

and the Trust's RFP, of which both are incorporated herein by reference as if fully set forth, are as follows: 1) a grocery gap analysis 2) an information platform that can be embedded and updated 3) a focused workshop for the Trust's leadership and 4) establishment of a fundraising leadership team.

- II. **BUDGET SUMMARY.** The Consultant agrees that all expenditures or costs shall be made in accordance with the Scope of Work.
- III. **EFFECTIVE TERM.** Both parties agree that the effective term of this Agreement shall commence on the Effective Date. The Consultant shall complete its duties under this Agreement within two (2) years from the Effective Date. The Trust reserves the right at its sole discretion to extend the term of this Agreement for three (3) one year periods.
- IV. **AMOUNT PAYABLE.** Subject to available funds, the maximum amount payable for services rendered under this Agreement shall not exceed Two Hundred Thousand Dollars No/100 (\$200,000.00). Both parties agree that the initial amount payable under this Agreement is One Hundred Thousand Dollars No/100 (\$100,000.00), of which the consultant shall be paid an upfront payment of Fifty Thousand Dollars No/100 (\$50,000.00) for data purchases (hereinafter "Advance Payment"). Said Advance Payment shall be made payable to the Consultant within ( 3 ) days of the date the Trust submits the Geographical Areas to the Consultant. However, prior to the Trust paying such Advance Payment, the Consultant shall submit to the Trust an invoice which shall be reviewed and approved by the Trust or the County. The final payment of One Hundred Thousand Dollars No/100 (\$100,000.00) shall be released upon approval of Trust's Board of Trustees. Both parties agree that should available Trust funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the Trust. All payments are subject to the submittal of an invoice by the Consultant.

The Consultant shall submit invoices and associated supporting documentation in duplicate to the following address:

**Attention:**

Mr. Jose Gonzalez, Accountant II  
 Metro-Miami Action Plan (MMAAP) Trust  
 19 west Flagler Street, Suite M-106  
 Miami, Florida 33130  
 Phone: (305) 579-3618 Ext. 228  
 Fax: (305) 579-3699

The Trust may at any time designate a different address and/or contact person by giving written notice to the other party.

**No Payment of Subcontractors.** In no event shall Trust funds be advanced directly to any subcontractor hereunder.

**Processing the Request for Payment.** After the Trust reviews and approves the payment request, the Trust will submit a check request to the County's Finance Department. The County's Finance Department will issue and mail the check directly to the Consultant at the address listed on page one (1) of this Agreement, unless otherwise directed by the Consultant in writing. The parties agree that the processing of a payment request from date of submission shall take a minimum of thirty (30) days. It is the responsibility of the Consultant to maintain sufficient

**SocialCompact**

## **Demographic Data Research Partner/Consultant**

**Progress Report:**

**Period 12/14/10 through 4/15/11**

Submitted to

**Miami-Dade Economic Advocacy Trust (MDEAT)**

April 30, 2011

Prepared by

**Social Compact**

738 7th Street SE  
Washington, DC 20003  
T: (202) 547-2581  
F: (202) 547-2560  
[www.socialcompact.org](http://www.socialcompact.org)

**SocialCompact**

# SocialCompact

## I. Completed Work

Social Compact has completed its initial task order to provide the following:

- A database that can be used to employ a data-driven strategy for identifying opportunities for investment in underserved markets - focused on African American communities in Miami Dade County as identified by MDEAT (finished with the required time frame)
- A disparity analysis and development of a “report card” that provides a comparative analysis of the socioeconomic condition of African American communities and their metro area counterparts (finished within the required time frame)

## II. Next Steps

On April 12, 2011, Social Compact representatives attended a meeting with board members to review the disparity analysis and report card, as well as to provide guidance on the next phase of work. From that meeting we added some new sub-elements to existing items that will provide additional value at no additional cost to the client.

- Disparity Study and Report Card (study completed as scoped)
  - (NEW ELEMENT) Micro Equity/Disparity -- Creation of market profiles of smaller geographies (cities or neighborhoods)
- Creation and deployment of a shared data platform that can be embedded and updated at MDEAT and used by stakeholders to track change and inform ongoing and future economic development interventions in communities of focus and the greater County;
  - (NEW ELEMENT) Include an interactive score card component to the online platform to allow users to prioritize score card components according to their interests and needs
- Grocery gap analysis highlighting the areas in the county where investment potential for full service grocers is untapped
- Workshop for MDEAT leadership aimed at enhancing understanding of resulting indicators and implications for economic development in focus areas and throughout the county.
- Establish a fundraising leadership team to guide efforts to obtain additional funding to support potential projects.

# SocialCompact

## 1. Schedule

In the original proposal, we provided the following schedule of activities. Month One and Month Two Activities are completed. On April 12, 2011, Social Compact representatives attended a meeting with board members to review the work Equity report and Scorecard and provide guidance on the next phase of work. From that meeting we have some additions to the scope and revisions to the schedule beginning in month four.

YEAR 1	
Month 1 √ Completed	<ul style="list-style-type: none"> <li>▪ Defining geographic scope (study area boundaries) for proposed analysis</li> <li>▪ Data purchase</li> <li>▪ Data cleaning, standardization and aggregation</li> </ul>
Month 2 √ Completed 4/11/2011	<ul style="list-style-type: none"> <li>▪ Data analysis and review of preliminary indicators</li> <li>▪ Draft profiles and provide interim report (disparity analysis and report card)</li> <li>▪ Submit drafts and solicit feedback from MDEAT and other stakeholders</li> </ul>
Month 3 On target	<ul style="list-style-type: none"> <li>▪ Compile and synthesize findings, integrating feedback</li> <li>▪ Submit edited draft for final review</li> <li>▪ Finalize deliverables (release reports) (70 working days on contract signing).</li> </ul>
Month 4	<ul style="list-style-type: none"> <li>▪ Grocery gap analysis data purchase</li> <li>▪ Data cleaning, standardization and aggregation</li> </ul>
Months 5 - 10	<ul style="list-style-type: none"> <li>▪ Grocery gap data analysis and review of preliminary findings</li> <li>▪ Draft profiles and provide interim Grocery Gap report</li> <li>▪ Submit draft and solicit feedback from MDEAT and other stakeholders</li> </ul>
Months 11 - 12	<ul style="list-style-type: none"> <li>▪ Compile and synthesize Grocery Gap analysis findings, integrating feedback</li> <li>▪ Submit Grocery Gap edited draft for final review</li> <li>▪ Finalize Grocery Gap report deliverable</li> </ul>
YEAR 2	
REVISED SCHEDULE BELOW	
1 <sup>st</sup> Qtr.	<ul style="list-style-type: none"> <li>▪ Assessment of Miami Dade County data platform requirements</li> <li>▪ Comprehensive review of available datasets and indicator selection as necessary</li> </ul>
2 <sup>nd</sup> Qtr.	<ul style="list-style-type: none"> <li>▪ Develop Miami Dade County online data platform environment (upload and integration of indicators)</li> <li>▪ Deploy database platform and troubleshoot as necessary</li> <li>▪ Identify users and delivering web tool access</li> </ul>
3 <sup>rd</sup> Qtr.	<ul style="list-style-type: none"> <li>▪ Schedule and deliver customized training sessions to a network of trial users</li> <li>▪ Conduct internal review and modifications as necessary per feedback from trials</li> </ul>
4 <sup>th</sup> Qtr.	<ul style="list-style-type: none"> <li>▪ Continue workshops and trainings to end users of data platform</li> <li>▪ Continue to provide technical assistance and strategic consulting to assist users in leveraging the data platform to inform projects</li> </ul>

# SocialCompact

We propose the following schedule for the remainder of the contract. In addition, May 15<sup>th</sup> has been designated as a project meeting to:

- a) Discuss the workshop plans
- b) Create a work plan to establish the fundraising leadership team

Further we propose to schedule the remaining project meetings upon coordination with MDEAT within the next two weeks to ensure that we remain on schedule with proper availability.

DATE		DISPARITY ANALYSIS (scoped)
Month Three	April 26	<ul style="list-style-type: none"> <li>▪ Received final feedback for disparity analysis from MDEAT and other stakeholders</li> </ul>
	May 9	<ul style="list-style-type: none"> <li>▪ Incorporate feedback and provide final disparity analysis report</li> </ul>
<b>DATE</b>		<ul style="list-style-type: none"> <li>○ <b>MICRO MARKET PROFILES OF EQUITY/DISPARITY (new sub-element, cost inclusive in existing scope)</b></li> </ul>
	May 15	<ul style="list-style-type: none"> <li>▪ <b>PROJECT MEETING</b> – To discuss workshops for the disparity analysis report &amp; micro market profile roll-out.</li> </ul>
	May 30	<ul style="list-style-type: none"> <li>▪ Provide market profiles for smaller geographies (zip codes)</li> <li>▪ Provide preliminary written report on smaller geographies</li> </ul>
	June 15	<ul style="list-style-type: none"> <li>▪ Receive feedback on profiles and report for smaller geographies</li> </ul>
	June 30	<ul style="list-style-type: none"> <li>▪ Incorporate feedback and provide final comprehensive report</li> </ul>
<b>DATE</b>		<b>GROCERY GAP ANALYSIS (scoped)</b>
	May 30	<ul style="list-style-type: none"> <li>▪ Preliminary grocery gap report</li> </ul>
	June 15	<ul style="list-style-type: none"> <li>▪ <b>PROJECT MEETING</b>--Receive feedback on grocery gap report</li> </ul>
	June 30	<ul style="list-style-type: none"> <li>▪ Incorporate feedback and provide final grocery gap report</li> </ul>
<b>DATE</b>		<b>ONLINE DATA PLATFORM (scoped)</b>
	May 30	<ul style="list-style-type: none"> <li>▪ Beta testing of Phase I (market and demographic information) of online data platform</li> </ul>
	June 5	<ul style="list-style-type: none"> <li>▪ <b>PROJECT MEETING</b> --Receive feedback on Phase I</li> </ul>
	June 15	<ul style="list-style-type: none"> <li>▪ Launch online platform Phase I</li> </ul>
<b>DATE</b>		<ul style="list-style-type: none"> <li>○ <b>INTERACTIVE ONLINE SCORECARD</b></li> <li>○ <b>(new sub-element, cost inclusive in existing scope)</b></li> </ul>
	July 15	<ul style="list-style-type: none"> <li>▪ Beta testing of Phase II (incorporate score card interactive component— new element)</li> </ul>
	July 20	<ul style="list-style-type: none"> <li>▪ <b>PROJECT MEETING</b> --Receive feedback on Phase II</li> </ul>
	July 30	<ul style="list-style-type: none"> <li>▪ Launch online platform Phase II</li> </ul>

## SocialCompact

### III. Proposed Additional Services

Social Compact can also provide and may recommend the following work not covered within the current scope of services to MDEAT for an additional cost to be negotiated upon award or at a later date:

- Foreclosure data, analysis and online platform
- Neighborhood Market DrillDown for selected geographies

A more detailed interpretation of available foreclosure indicators and a housing market analysis may be conducted with additional fund raising.

We are currently costing this out. In advance of that, we have secured a data donation from our partners valued at \$78,915, which will significantly reduce the final price.

DATE	<ul style="list-style-type: none"> <li>▪ (Proposed for Additional Fees)</li> <li>▪ FORECLOSURE ANALYSIS &amp; DATA PLATFORM</li> </ul>
June 15	Obtain data
July 30	<ul style="list-style-type: none"> <li>▪ Finish data analysis</li> </ul>
August 30	<ul style="list-style-type: none"> <li>▪ Preliminary report</li> <li>▪ Beta test of Online Platform Phase III (incorporate foreclosure data to analysis)</li> </ul>
September 5	<ul style="list-style-type: none"> <li>▪ <b>PROJECT MEETING</b> --Receive feedback on Online Platform Phase III</li> </ul>
September 15	<ul style="list-style-type: none"> <li>▪ <b>PROJECT MEETING</b> --Receive feedback to report</li> <li>▪ Launch online platform Phase II</li> </ul>
September 30	<ul style="list-style-type: none"> <li>▪ Incorporate feedback and finalize foreclosure analysis report</li> <li>▪ Launch online platform Phase III</li> </ul>

**INFORMATION ITEM II A**

**FY 2011-12 Budget Meeting Recap**

**MEMORANDUM OF APPROVAL**

Date: 05/18/2011  
To: Miami-Dade Economic Advocacy Trust (MDEAT) Board of Trustees  
From: John Dixon, Executive Director  
Re: Assistance to the Miami-Dade Juvenile Services Department (JSD)

---

**PURPOSE OF THE ITEM**

The purpose of the item is to request the Board's authorization for staff to provide funding for the Miami-Dade Juvenile Services Department (JSD), Miami-Dade Intervention Initiative (MDII) Unit. This request for funding will not exceed \$120,000.00.

**BACKGROUND**

Miami-Dade County Office of Strategic Business Management (OSBM) has requested MDEAT, through its Teen Court Program to assist JSD in providing funding for positions of the MDII unit. During FY 2010/11 MDEAT assisted JSD to maintain five (5) positions for the MDII unit at the amount of \$273,000.00. Teen Court is receiving all MDII cases for FY 2010/11. For FY 2011/12 MDEAT is not in a position to fund JSD at the same level. However MDEAT is able to partially fund MDII at \$120,000.00 for two positions. Miami-Dade Public Schools is not moving forward with the MDEAT tutorial program and the savings can be used to assist the MCII program.

**FISCAL IMPACT**

The fiscal impact will be \$120,000.00

**RECOMMENDATION**

It is recommended that the Board of Trustees approve the assistance of \$120,000.00 to the Juvenile Services Department to fund two (2) positions at their Miami-Dade Intervention Initiative Unit.

## **ACTION ITEM I B**

### **Miami Dade County Schools Service Agreement Amendment (Student Court)**

# Memorandum



## MEMORANDUM OF APPROVAL

Date: May 16, 2011  
To: Miami-Dade Economic Advocacy Trust (MDEAT) Board  
FROM: John E. Dixon, Executive Director  
Subject: To amend the Service Agreement between MDEAT and the Miami-Dade County Public Schools (MDPS)

---

### PURPOSE OF ITEM

The purpose of this item is to amend the Service Agreement between MDEAT and MDPS. We are requesting the Boards permission to extend the agreement and to drop the Tutorial Program from the agreement.

### BACKGROUND

The recommended amendments to the agreement are: (1) to extend the agreement to the 2011 – 2012 school year because only one year has been utilized; (2) the Tutorial programs in the agreement be dropped, due to MDPS expressing that the District currently has funding for Tutorial programs.

This two-year Service Agreement is through Teen Court for Student Court/Tutorial Programs for the school years 2009 - 2010 and 2010 - 2011. The Agreement was approved by MDPS on March 17, 2010. No activity occurred during the first year of the contract due to the lateness of the signed approval. In the 2010 – 2011 school year the Student Court programs were started.

### FISCAL IMPACT

The fiscal impact remains the same as initially approved two hundred thousands dollars (\$200,000). There will be savings in the agreement if Tutorial Programs are dropped.

### RECOMMENDATION

It is recommended that the Board of Trustees approve the two (2) amendments to the Service Agreement.

**PROPOSAL SUBMISSION PACKAGE**  
**Request for Proposals (RFP) No. 000**  
**Property Appraisal Inspection Services**

In response to the Solicitation, Proposer shall RETURN THIS ENTIRE PROPOSAL SUBMISSION PACKAGE as follows:

**1. Form A-1, Cover Page of Proposal**

Complete and sign (by Proposer or representative of the Proposer who is legally authorized to enter into a contractual relationship in the name of the Proposer) as required.

**2. Proposer Information**

Complete following the requirements therein.

Note: The Proposer Information document is available in an electronic format (Word) by submitting a written request via e-mail to the County contact person for this Solicitation.

**3. Affidavits/Acknowledgements**

Complete and sign the following forms:

- Form A-2, Lobbyist Registration for Oral Presentations
- Form A-3, Acknowledgement of Addenda
- Form A-4, Local Business Preference
- Form A-5, Proposer's Disclosure of Subcontractors and Suppliers
- Form A-6, Fair Subcontracting Policies

**4. Form B-1, Price Proposal Schedule**

Complete following the requirements therein.

Submit in hardcopy format an original, complete Proposal Submission Package and seven (7) copies of the complete package **by the Proposal Due Date** (see front cover of Solicitation) in a sealed envelope/container addressed as follows:

Proposer's Name Proposer's Address Proposer's Telephone Number   RFP No.: RFP Title: Proposal Due Date:	Clerk of the Board Stephen P. Clark Center 111 NW 1st Street, 17th Floor, Suite 202 Miami, FL 33128-1983
------------------------------------------------------------------------------------------------------------------------------	-------------------------------------------------------------------------------------------------------------------

**REQUEST FOR PROPOSALS**

**FOR**

**ECONOMIC DEVELOPMENT SUMMIT CONSULTANT**

**RFP No. MDEAT EDS-0511**

**PRE-PROPOSAL CONFERENCE TO BE HELD ON  
NONE**

**At**

**Miami-Dade Economic Advocacy Trust  
Conference Room  
Biscayne Building  
19 West Flagler Street – M106  
Miami, Florida**

**ISSUING DEPARTMENT:**

**MIAMI-DADE ECONOMIC ADVOCACY TRUST (MDEAT)**

**Contracting Officer: William A. Simmons  
Telephone: (305) 579-3618  
Email: nitsail@miamidade.gov**

**RESPONSES ARE DUE AT THE ADDRESS SHOWN BELOW  
NO LATER THAN**

**Thursday, July 23, 2011 at 2:00 P.M. (Local Time)**

**At**

**Miami-Dade Economic Advocacy Trust  
Biscayne Building  
19 West Flagler Street, Mezzanine, SUITE 106  
MIAMI, FL 33130-4432**

All proposals received and time stamped by MDEAT prior to the proposal submittal deadline shall be accepted as timely submitted. The circumstances surrounding all proposals received and time stamped by MDEAT after the proposal submittal deadline will be evaluated by the procuring department in consultation with MDEAT Attorney's Office to determine whether the proposal will be accepted as timely. Proposals will be opened promptly at the time and date specified. The responsibility for submitting a proposal on or before the stated time and date is solely and strictly the responsibility of the Proposer. MDEAT will in no way be responsible for delays caused by mail delivery or caused by any other occurrence. All expenses involved with the preparation and submission of proposals to MDEAT, or any work performed in connection therewith, shall be borne by the Proposer(s).

The submittal of a proposal by a Proposer will be considered by MDEAT as constituting an offer by the Proposer to perform the required services at the stated prices. A Proposer may submit a modified proposal to replace all or any portion of a

**TABLE OF CONTENTS**

**Section**

**1.0 Overview and Proposal Procedures**

**2.0 Scope of Service**

**3.0 Proposal Format**

**4.0 Evaluation/Selection Process**

**Attachments**

Form A-1	Cover Page for Proposal
Form A-2	Affidavit of Miami-Dade County Lobbyist Registration for Oral Presentation
Form A-3	Acknowledgment of Addenda
Form A-5	Local Business Preference
Form A-7.1	Subcontractor/Supplier Listing
Form A-7.2	Fair Subcontracting Policies

**DEFINITIONS**

The following words and expressions used in this solicitation shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Consultant" to mean the Proposer that receives any award of a Contract from the MDEAT as a result of this Solicitation, which is also to be known as "the prime Contractor".
- b) The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
- c) The word "Department" or "Trust" to mean Miami-Dade Economic Advocacy Trust (MDEAT), an agency and instrumentality of Miami-Dade County.
- d) The words "Proposer", "Submitter" or "Respondent" to mean the person, firm, entity or organization submitting a response to this Solicitation.
- e) The words "Scope of Services" or "Scope of Work" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor or Consultant.
- f) The word "Solicitation" to mean this Request for Proposal (RFP) document, and all associated addenda and attachments.
- g) The words "Subcontractor" or "Subconsultant" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Work or Services to the MDEAT Trust, whether directly or indirectly, on behalf of the Contractor.

**SECTION 1.0 - RFP OVERVIEW AND PROPOSAL PROCEDURES**

**1.1 INTRODUCTION / BACKGROUND**

Miami Dade Economic Advocacy Trust (MDEAT), formerly the Metro Miami Action Plan Trust (MMAP) is an agent and instrumentality of Miami-Dade County. MDEAT is seeking proposals from firms for the professional services of an experienced and qualified business, individual and/or a combination thereof, to provide the MDEAT with a proposal for conducting two economic development community forums that will culminate in a County wide economic development summit. The proposal shall propose a methodology for hosting and conducting the forums and summit..

This Request for Proposals (RFP) presents organizational background and scope of work, and describes the tasks to be accomplished by the agency or agencies contracted. If your organization wishes to be considered, MDEAT is requesting a written proposal that addresses the points detailed in this RFP be submitted no later than June 23, 2011.

MDEAT anticipates awarding a contract for a six (6) month period.

The anticipated schedule for this RFP and contract approval is as follows:

RFP available for distribution: Monday, June 6, 2011

Pre-Proposal Conference: NONE

Location: Miami-Dade Economic Advocacy Trust  
Conference Room  
Biscayne Building  
19 West Flagler Street – M-106  
Miami, Florida 33130

Deadline for receipt of questions: Tuesday, June 14, 2011

Deadline for receipt of proposals: **Thursday, July 23, 2011 at 2:00 p.m. (local time)**

Location: Miami-Dade Economic Advocacy Trust  
Biscayne Building  
19 West Flagler Street – M-106  
Miami, Florida 33130

Oral presentations: Week of July 1, 2011 (If required)

Projected award date: July 2010

Projected contract start date: July 2010

As background, MDEAT was created in 1983, as the Metro-Miami Action Plan Trust, for the purposes of improving economic conditions in the Black community and to address existing disparities between Blacks and the community at large. In 2009, the Board of County Commissioners adopted Ordinance 09-70, which restructured the Trust and

Law". The Proposer shall not submit any information in response to this Solicitation which the Proposer considers to be a trade secret, proprietary or confidential. The submission of any information to MDEAT in connection with this Solicitation shall be deemed conclusively to be a waiver of any trade secret or other protection, which would otherwise be available to Proposer. In the event that the Proposer submits information to MDEAT in violation of this restriction, either inadvertently or intentionally, and clearly identifies that information in the proposal as protected or confidential, MDEAT shall endeavor to redact and return that information to the Proposer as quickly as possible, and if appropriate, evaluate the balance of the proposal. The redaction or return of information pursuant to this clause may render a proposal non-responsive.

Any Proposer who, at the time of proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible. To request a copy of any ordinance, resolution and/or administrative order cited in this Solicitation, the Proposer must contact the Clerk of the Board at (305) 375-5126.

### 1.3 Cone of Silence

Pursuant to Section 2-11.1(t) of the Miami-Dade County Code, as amended, a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff, the Mayor, County Commissioners or their respective staffs;
- the Mayor, County Commissioners or their respective staffs **and** the County's professional staff including, but not limited to, the County Manager and the County Manager's staff; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective selection committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Assistance Unit, the responsible Procurement Agent or Contracting Officer, provided the communication is limited strictly to matters of process or procedure already contained in the solicitation document;
- oral communications at pre-proposal conferences, oral presentations before selection committees, contract negotiations during any duly noticed public meeting, public presentations made to the Board of County Commissioners during any duly noticed public meeting; or

thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership interest in another Proposer for the same contract. Furthermore, any prior understanding, agreement, or connection between two or more corporations, firms, or persons submitting a proposal for the same services shall also be presumed to be collusive. Proposals found to be collusive shall be rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

### **1.7 Expedited Purchasing Program**

Pursuant to Ordinance 07-49, the County has created a pilot program for expedited purchasing, subject to terms and conditions as outlined in Section 2-8.1.6 of the Code of Miami-Dade County. The program shall be referred to as the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, participating vendors should anticipate a shortened solicitation timeline for responding. Technical, professional and legal staff may be used to determine best value as set forth in the solicitation documents without the need to utilize the formal Selection Committee process established by the County. The MDEAT Executive Director's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this ordinance during its effective term.

### **1.8 INTENTIONALLY BLANK**

### **1.9 BUSINESS ENTITY REGISTRATION**

Miami-Dade County requires business entities to complete a registration application with Department of Procurement Management before doing business with the County. Proposers need not register with the County to present a proposal; however, the selected Proposer(s) must register prior to award of a contract as failure to register may result in the rejection of the Proposal. To register, or for assistance in registering, contact the **Office of Vendor Assistance at (305) 375-5287**.

It is the responsibility of the business entity to update and renew its application concerning any changes such as new address, telephone number, commodities, etc. during the performance of any agreement obtained as a result of this RFP.

Section 2-11.1(d) of Miami-Dade County Code provides that a county employee may not enter into any contract or transact any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and any such contract, agreement or business engagement entered in violation of this subsection shall render this Agreement voidable. For additional information, please contact the Ethics Commission hot line at (305) 579-2593.

cost of the audit any Contract issued as a result of this RFP shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by MDEAT from progress payments to the selected Proposer. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above.

### **1.13 AFFIRMATIVE ACTION/NON DISCRIMINATION OF EMPLOYMENT, PROMOTION AND PROCUREMENT PRACTICES (ORDINANCE NO. 98-30)**

In accordance with the requirements of Ordinance No. 98-30, all firms with annual gross revenues in excess of \$5 million seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the County's Department of Business Development. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit (**see attached Form A-8.2**). Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Department of Business Development. Firms claiming exemption must submit, as part of their proposal/bids to be filed with the Clerk of the Board, an appropriately completed and signed Exemption Affidavit (**see attached Form A-8.1**) in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their proposal.

**SECTION 2.0 - SCOPE OF SERVICES****2.1 Background**

MDEAT is seeking a Consultant to provide a plan of action for hosting a maximum of two(2) economic development community forums that culminate in a county wide economic development summit to be held in September 2011.

**2.2 Objective**

The objective of this solicitation is to enter into a contract with a selected Proposer to provide a plan of action for hosting community forums and an economic development summit. The consultant will work closely with the MDEAT Economic Development Action Committee (EDAC). The consultant will suggest community forum topics and prospective presenters and or moderators. The consultant shall provide some analysis as to why a particular topic and moderator. The analysis should include how the particular topics would blend into the final summit. The format of the forums and the summit should be clearly defined. Possible venues may be suggested.

The selected consultant shall seek to develop a plan of action for challenging persistent economic disparity in Miami-Dade County's underserved communities. MDEAT would like to have this plan of action be the product of the community forums and the culminating summit.

**2.3 Minimum Qualification Requirement**

The minimum qualification requirement for this solicitation is as follows:

The successful proposer shall have the ability to plan events (particularly economic development events). The proposer shall have report writing skills to summarize and catalog the information gathered at the forums and summit. Additionally, the proposer should have the capabilities of devising a plan of action for addressing any issues that are presented at the forums and summits and/or building on any programs that have successfully addressed economic development issues in the past.

**2.4 Tasks**

The Successful proposer will be required to complete the following task:

1. Provide a plan for hosting two (2) economic development community forums and one (1) county wide economic development summit.
2. Provide a summary of the discussions held at each event.
3. Develop a plan of action for challenging persistent economic disparities in Miami-Dade County's Underserved communities.

## SECTION 3.0 – PROPOSAL FORMAT

The MDEAT offers to qualified candidates the opportunity to propose the manner that it sees best for the accomplishment of the scope of work. Those wishing to apply should submit all completed/signed paper work and documentation to the MDEAT Trust.

### 3.1 INSTRUCTIONS TO PROPOSERS:

Proposers should carefully follow the format and instructions outlined below, observing format requirements where indicated. All materials (except for plans and schematics, if any) are to be submitted on 8 ½" X 11" pages, neatly typed on one side only, with normal (1-inch) margins and single spacing. All documents and information must be fully completed and signed as required. The original document package must not be bound. The document package copies should be individually bound. Proposals, which do not include the required documents, may be deemed non-responsive and may not be considered for contract award.

### 3.2 CONTENT OF PROPOSAL:

The proposal must consist of the following:

#### **Minimum Qualification Requirements**

1. Provide documentation that demonstrates Proposer's ability to satisfy all of the minimum qualification requirements. Proposers who do not meet the minimum qualification requirements or who fail to provide supporting documentation may be deemed non-responsive. The minimum qualification requirements for this Solicitation are: (1) The successful proposer shall have the ability to plan, organize and execute economic development forums and summits. (2) The proposer shall have report writing skills to summarize and catalog the information gathered at the forums and summit. (3) The proposer should have the capabilities of devising a plan of action for addressing any issues that are presented at the forums and summits and/or build on any programs that have successfully addressed economic development issues in the past.

#### **Proposer's Experience and Past Performance**

2. Describe the Proposer's past performance and experience and state the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served.

3. Provide a detailed description of comparable contracts (similar in scope of services to those requested herein) which the Proposer has either ongoing or completed within the past three years. The description should identify for each project: (i) client, (ii) description of work, (iii) total dollar value of the contract, (iv) dates covering the term of the contract, (v) client contact person and phone number, (vi) statement of whether Proposer was the prime contractor or

**Proposed Approach to Providing the Services**

9. Describe Proposer's specific project plan and procedures to be used in providing the services in the Scope of Services (**see Section 2.0**). The Project Plan should be specific regarding the relationship that is being proposed between MDEAT and the successful Proposer.

10. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this project.

11. Provide a project schedule identifying specific key tasks and duration.

12. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

**IV. Affidavits/Acknowledgements**

The Proposer must complete, sign as required, and submit the following documents as part of its Proposal:

- Form A-1            Cover Page of Proposal
- Form A-2        Affidavit of Miami-Dade County Lobbyist [Proposer] Registration for Oral Presentation (**see Section 1.16**)
- Form A-3        Acknowledgement of Addenda (**see Section 1.7**)
- Form A-4        Disability Nondiscrimination Affidavit
- Form A-5        Local Business Preference [Information] (**see Section 1.21**)
- Form A-7.1      Subcontractor/Supplier Listing (**see Section 1.29**)
- Form A-7.2      Fair Subcontracting Policies (**see Section 1.30**)

## SECTION 4.0 - EVALUATION/SELECTION PROCESS

### 4.1 Review of Proposals for Responsiveness

Each proposal will be reviewed to determine if the proposal is responsive to the submission requirements outlined in this Solicitation. A responsive proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the proposal being deemed non-responsive.

### 4.2 Evaluation Criteria

Proposals will be evaluated by an Evaluation/Selection Committee which will evaluate and rank proposals on criteria listed below. The Evaluation/Selection Committee will be comprised of appropriate County personnel and members of the community, as deemed necessary, with the appropriate experience and/or knowledge, striving to ensure that the Evaluation/Selection Committee is balanced with regard to both ethnicity and gender. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Evaluation/Selection Committee member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance	30
2. Relevant experience and qualifications of key personnel, including key personnel of subcontractors, that will be assigned to this project, and experience and qualifications of subcontractors	20
3. Proposer's approach to providing the services requested in this Solicitation	40
<u>Price Criteria</u>	<u>Points</u>
4. Proposer's proposed price	10

### 4.3 Oral Presentations

Upon completion of the technical criteria evaluation indicated above, rating and ranking, the Evaluation/Selection Committee may choose to conduct an oral presentation with the Proposer(s) which the Evaluation/Selection Committee deems to warrant further consideration based on, among other considerations, scores in clusters and/or maintaining competition. (See **Form A-2** regarding registering speakers in the proposal for oral presentations.) Upon completion of the oral presentation(s), the Evaluation/Selection Committee will re-evaluate, re-rate and re-rank the proposals remaining in consideration based upon the written documents combined with the oral presentation.

MDEAT may award a contract on the basis of initial offers received, without discussions. Therefore, each initial offer should contain the Proposer's best terms from a monetary and technical standpoint.

The Evaluation/Selection Committee will evaluate, score and rank proposals, and submit the results of their evaluation to the MDEAT Executive Director with their recommendation. MDEAT will determine with which Proposer(s) MDEAT shall negotiate, if any, taking into consideration the Local Preference Section above. In MDEAT's sole discretion, MDEAT may direct negotiations with the highest ranked Proposer, negotiations with multiple Proposers, or may request best and final offers.

Notwithstanding the foregoing, if MDEAT and said Proposer(s) cannot reach agreement on a contract, MDEAT reserves the right to terminate negotiations and may, at MDEAT's discretion, begin negotiations with the next highest ranked Proposer(s). This process may continue until a contract acceptable to MDEAT has been executed or all proposals are rejected. No Proposer shall have any rights against MDEAT or the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations shall:

- a) Complete a Collusion Affidavit, in accordance with Sections 2-8-1.1 of the Miami-Dade County Code as amended by Ordinance 08-113. (If a Proposer fails to submit the required Collusion Affidavit, said Proposer shall be ineligible for award.)

Any Proposer recommended for negotiations may be required to provide to MDEAT:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.

#### **4.9 Contract Award**

Any contract, resulting from this Solicitation, will be submitted to the MDEAT Executive Director for approval. All Proposers will be notified in writing when the MDEAT Executive Director makes an award recommendation. The Contract award, if any, shall be made to the Proposer whose proposal shall be deemed by MDEAT to be in the best

# SUMITTAL DOCUMENTS

Form A-1

<b>PROPOSER'S NAME (Name of firm, entity or organization):</b>		
<b>FEDERAL EMPLOYER IDENTIFICATION NUMBER:</b>		
<b>NAME AND TITLE OF PROPOSER'S CONTACT PERSON:</b>		
Name: _____		Title: _____
<b>MAILING ADDRESS:</b>		
Street Address: _____		
City, State, Zip: _____		
<b>TELEPHONE:</b> (____) _____	<b>FAX:</b> (____) _____	<b>E-MAIL ADDRESS:</b> _____
<b>PROPOSER'S ORGANIZATIONAL STRUCTURE:</b>		
<input type="checkbox"/> Corporation <input type="checkbox"/> Partnership <input type="checkbox"/> Proprietorship <input type="checkbox"/> Joint Venture <input type="checkbox"/> Other (Explain): _____		
<b>IF CORPORATION:</b>		
Date Incorporated/Organized: _____		State Incorporated/Organized: _____
States registered in as foreign corporation: _____		
<b>PROPOSER'S SERVICE OR BUSINESS ACTIVITIES OTHER THAN WHAT THIS SOLICITATION REQUESTS FOR:</b>		
<b>LIST NAMES OF PROPOSER'S SUBCONTRACTORS OR SUBCONSULTANTS FOR THIS PROJECT:</b>		
<b>LOCAL CERTIFIED SERVICE-DISABLED VETERAN BUSINESS ENTERPRISE:</b>		
A Local Certified Service-Disabled Veteran Business Enterprise is a firm that is a) a local business pursuant to Section 2-8.5 of the Code of Miami-Dade County and b) prior to proposal submittal is certified by the State of Florida Department of Management Services as a service-disabled veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. At the time of proposal submission, the Local Certified Service-Disabled Veteran Business Enterprise must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit said affirmation and a copy of the actual certification along with the proposal submission.		
<input type="checkbox"/> Place a checkmark here only if affirming Proposer is a certified Local Certified Service-Disabled Veteran Business Enterprise. A copy of the required certification must be submitted with the proposal.		
<b>CRIMINAL CONVICTION DISCLOSURE:</b>		
Pursuant to Miami-Dade County Ordinance No. 94-34, any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County.		
<input type="checkbox"/> Place a checkmark here only if Proposer has such conviction to disclose to comply with this requirement.		
<b>PROPOSER'S AUTHORIZED SIGNATURE</b>		
The undersigned hereby certifies that this proposal is submitted in response to this solicitation.		
<b>THE EXECUTION OF THIS FORM CONSTITUTES THE UNEQUIVOCAL OFFER OF PROPOSER TO BE BOUND BY THE TERMS OF ITS PROPOSAL. FAILURE TO SIGN THIS SOLICITATION WHERE INDICATED BELOW BY AN AUTHORIZED REPRESENTATIVE SHALL RENDER THE PROPOSAL NON-RESPONSIVE. THE COUNTY MAY, HOWEVER, IN ITS SOLE DISCRETION, ACCEPT ANY PROPOSAL THAT INCLUDES AN EXECUTED DOCUMENT WHICH UNEQUIVOCALLY BINDS THE PROPOSER TO THE TERMS OF ITS OFFER.</b>		
Signed By: _____		Date: _____
Print Name: _____		Title: _____

Form A-3  
**ACKNOWLEDGEMENT OF ADDENDA**

**Instructions:** Complete Part I or Part II, whichever is applicable.

**PART I:** Listed below are the dates of issue for each Addendum received in connection with this solicitation.

Addendum #1, Dated \_\_\_\_\_, 201\_\_

Addendum #2, Dated \_\_\_\_\_, 201\_\_

Addendum #3, Dated \_\_\_\_\_, 201\_\_

Addendum #4, Dated \_\_\_\_\_, 201\_\_

Addendum #5, Dated \_\_\_\_\_, 201\_\_

Addendum #6, Dated \_\_\_\_\_, 201\_\_

Addendum #7, Dated \_\_\_\_\_, 201\_\_

Addendum #8, Dated \_\_\_\_\_, 201\_\_

Addendum #9, Dated \_\_\_\_\_, 201\_\_

**PART II:**

\_\_\_\_\_ No Addendum was received in connection with this solicitation.

Authorized Signature: \_\_\_\_\_ Date: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Firm Name: \_\_\_\_\_

By signing below, Proposer affirms that it meets the above criteria to qualify for Local Preference and has submitted the requested documents.

Note: At this time, there is an interlocal agreement in effect between Miami-Dade and Broward Counties until September 30, 2011. Therefore, a Proposer which meets the requirements of (1), (2) and (3) above for Broward County shall be considered a local business for the purposes outlined herein.

Federal Employer Identification Number: \_\_\_\_\_

Firm Name: \_\_\_\_\_

Address: \_\_\_\_\_

City/State/Zip: \_\_\_\_\_

I hereby certify that to the best of my knowledge and belief all the foregoing facts are true and correct.

Signature of Authorized Representative: \_\_\_\_\_

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_

STATE OF \_\_\_\_\_  
COUNTY OF \_\_\_\_\_

SUBSCRIBED AND SWORN TO (or affirmed) before me on \_\_\_\_\_,  
(Date)

by \_\_\_\_\_ He/She is personally known to me or has  
(Affiant)  
presented \_\_\_\_\_ as identification.  
(Type of Identification)

\_\_\_\_\_  
(Signature of Notary) (Serial Number)

\_\_\_\_\_  
(Print or Stamp Name of Notary) (Expiration Date)

Notary Public \_\_\_\_\_  
(State)

Notary Seal

**FAIR SUBCONTRACTING POLICIES**  
**(Section 2-8.8 of the Miami-Dade County Code)**

**FAIR SUBCONTRACTING PRACTICES**

In compliance with Section 2-8.8 of the Miami-Dade County Code, the Proposer submits the following detailed statement of its policies and procedures for awarding subcontracts:

---

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: \_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

Firm Name: \_\_\_\_\_

# SUGGESTED CONTRACT



**MIAMI-DADE ECONOMIC ADVOCACY TRUST**

**AGREEMENT**

**BETWEEN**

**MIAMI-DADE ECONOMIC ADVOCACY TRUST**

**AND**



## MIAMI-DADE ECONOMIC ADVOCACY TRUST

- III. **EFFECTIVE TERM.** Both parties agree that the effective term of this Agreement shall commence on the date by which both parties have fully executed this agreement ("Commencement Date"). This agreement shall terminate one hundred and eighty days from the commencement date.
- IV. **AMOUNT PAYABLE.** Subject to available funds, the maximum amount payable for services rendered under this Agreement shall not exceed [REDACTED]. Both parties agree that should available Trust funding be reduced, the amount payable under this Agreement may be proportionately reduced at the option of the Trust.
- V. **INDEMNIFICATION BY CONSULTANT.** The CONSULTANT shall indemnify and hold harmless the County, including MDEAT, and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the CONSULTANT or its employees, agents, servants, CONSULTANTs principals or subcontractors. CONSULTANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. CONSULTANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by CONSULTANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.
- VI. **INSURANCE**
- A. Minimum Insurance Requirements:** Certificates of Insurance. The CONSULTANT shall furnish to the Trust, Miami-Dade County, Certificate (s) of Insurance indicating that insurance coverage has been obtained which meets the requirements as outlined below:
1. Worker's Compensation Insurance for all employees of the CONSULTANT as required by Florida Statute 440.
  2. Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. Trust/Miami-Dade County must be shown as an additional insured with respect to this coverage.
  3. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. In the event the CONSULTANT uses a van(s) or mini-van(s) with seating



## MIAMI-DADE ECONOMIC ADVOCACY TRUST

The CONSULTANT also agrees to comply with the Domestic Violence Leave codified as 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Metro-Dade County for each working day during each of twenty or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the CONSULTANT.

It is expressly understood that upon receipt of evidence of discrimination under any of these laws, the County shall have the right to terminate this Agreement. It is further understood that the CONSULTANT must submit an affidavit attesting that it is not in violation of the Americans with Disability Act, the Rehabilitation Act, the Feral Transit Act, 49 U.S.C. a 1612, and the Fair Housing Act, 42 U.S.C. a 3601 et seq. If the CONSULTANT or any owner, subsidiary, or other firm affiliated with or related to the CONSULTANT, is found by the responsible enforcement agency, the Courts or the Trust to be in violation of these Acts, the Trust will conduct no further business with the CONSULTANT. Any contract entered into based upon a false affidavit shall be voidable by the Trust. If the CONSULTANT violates any of the Acts during the term of any contract the CONSULTANT has with the Trust, such contract shall be voidable by the Trust/County, even if the CONSULTANT was not in violation at the time it submitted its affidavit.

- X. **Notices.** It is understood and agreed between the parties that written notice addressed to the Trust and mailed or delivered to the address appearing on page one (1) of the Agreement and written notice addressed to the CONSULTANT and mailed or delivered to the address appearing on page one (1) of this Agreement shall constitute sufficient notice to either party.
- XI. **Autonomy.** Both parties agree that this Agreement recognizes the autonomy of and stipulates or implies no affiliation between the contracting parties. It is expressly understood and intended that the CONSULTANT is only a recipient of funding support and is not an agent or instrumentality of the County or MDEAT. Furthermore, the CONSULTANT's agents and employees are not agents or employees of the County or MDEAT.
- XII. **Breach of Agreement: County Remedies.**
- a. **Breach:** A breach by the CONSULTANT shall have occurred under this Agreement if: (1) the CONSULTANT fails to provide the services outlined in the Scope of Services (Attachment A) within the effective term of this Agreement; (2) the CONSULTANT ineffectively or improperly uses the County funds allocated under this Agreement; (3) the CONSULTANT does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) the CONSULTANT does not furnish proof of licensure and certification required by this Agreement; (5) the CONSULTANT fails to submit, or submits incorrect or incomplete, proof of expenditures to support disbursement requests or advance funding disbursements or fails to submit or



## MIAMI-DADE ECONOMIC ADVOCACY TRUST

CONSULTANT shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees;

4. The Trust/County may debar the CONSULTANT from future County contracting;
5. If, for any reason, the CONSULTANT should attempt to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement, the Trust/County shall, when ever practicable terminate this Agreement by giving written notice to the CONSULTANT of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the trust through fraud, misrepresentation or material misstatement may be debarred from county contracting for up to five (5) years;
6. Any other remedy available at law or equity.

The President/CEO is authorized to terminate this Agreement on behalf of the Trust.

C. Damages Sustained. Notwithstanding the above, the CONSULTANT shall not be relieved of liability to the Trust for damages sustained by the Trust/County by virtue of any breach of the Agreement, and the Trust may withhold any payments to the CONSULTANT until such time as the exact amount of damages due the Trust/County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The CONSULTANT shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

XIII. **Termination By Either Party.** Both parties agree that either party may terminate this Agreement hereto by written notice to the other party of such intent to terminate at least sixty (60) days prior to the effective date of such termination. The President/CEO is authorized to terminate this Agreement on the behalf of the Trust.

XIV. **PAYMENT PROCEDURES.** The Trust agrees to pay the CONSULTANT for services rendered under this Agreement based on the payment schedule. Payment shall be made in accordance with procedures outlined below.

A. **METHOD AND TIMES OF PAYMENTS: NEGOTIABLE**

The CONSULTANT shall submit to the County invoices and associated back-up documentation, when due, in duplicate as follows:

**Attention:**



## MIAMI-DADE ECONOMIC ADVOCACY TRUST

- C. **Commingling Funds.** The CONSULTANT shall not commingle funds provided under this Agreement with funds received from any other funding sources.

### XVI. RECORDS, REPORTS, AUDITS, MONITORING AND REVIEW.

- A. **Accounting Records.** The CONSULTANT shall keep accounting records, which conform to generally accept accounting principles. All such records will be retained by the CONSULTANT for not less than three (3) years beyond the term of this Agreement.
- B. **Financial Audit.** If the CONSULTANT has an annual certified public accountant's opinion and related financial statements, the CONSULTANT agrees to provide these documents to the Trust no later than ninety (90) calendar days following the end of the CONSULTANT's fiscal year, for each year during which this Agreement remains in force or until all funds earned from this Agreement have been so audited, whichever is later.
- C. **Access to Records: Audit.** The CONSULTANT understands that it may be subject to an audit. The CONSULTANT shall provide access to all of its records, which relate to this Agreement at its place of business during regular business hours. The CONSULTANT agrees to provide such assistance as may be necessary to facilitate their review or audit by the Trust to insure compliance with applicable accounting and financial standards.
- D. **Monitoring: Management Evaluation and Performance Review.** This Section shall pertain only to the CONSULTANT whose funding allocation under this Agreement is \$10,000 or more or whose funding allocation becomes \$10,000 or more during the term of this Agreement.

The CONSULTANT agrees to permit Trust personnel to monitor, review and evaluate the program, which is the subject of this Agreement. The Trust shall monitor both fiscal and programmatic compliance with all the terms and conditions of the Agreement. The CONSULTANT shall permit the Trust to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the Trust's findings will be delivered to the CONSULTANT and the CONSULTANT will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time, the Trust may suspend payments or terminate this Agreement. The Trust shall conduct one or more formal management evaluation and performance reviews of the CONSULTANT. Continuation of this Agreement or future funding is dependent upon satisfactory evaluation conclusions.

- E. **Independent Private Sector Inspector General Reviews:** Pursuant to Miami-Dade County Administrative Order 3-20, the CONSULTANT is aware that the



## MIAMI-DADE ECONOMIC ADVOCACY TRUST

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Borrower's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

### XVII. MISCELLANEOUS.

- F. **Publicity.** It is understood and agreed between the parties hereto that this CONSULTANT is funded by Miami-Dade County. Further, by the acceptance of these funds, the CONSULTANT agrees that events funded by this Agreement shall recognize the Trust as a funding source. The CONSULTANT shall ensure that all publicity, public relations, advertisements and signs recognizes the Trust for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationary. All signs to be posted that relate to the Trust activities must have prior approval and must meet the standard specifications as established by the Trust. The use of the official Trust logo is permissible. The CONSULTANT shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the Trust is its funding source.
- G. **Sub-Contracts.** The parties agree that no assignment or sub-contract will be made or let in connection with this Agreement without the prior written approval of the Trust, which shall not be unreasonably withheld, and that all sub-contractors or assignees shall be governed by the terms and conditions of this Agreement.
- H. **Agreement Guidelines.** The CONSULTANT agrees to comply with all applicable federal, state and county laws, rules and regulations, which are incorporated herein by reference or fully set forth herein. This Agreement shall be interpreted according to the laws of the State of Florida and proper venue for this Agreement shall be Miami-Dade County, Florida.
- I. **Modifications.** Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement, including but not limited to amount payable and effective term 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.



**MIAMI-DADE ECONOMIC ADVOCACY TRUST**

**IN WITNESS WHEREOF**, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

**CONSULTANT:**

\_\_\_\_\_  
President

**WITNESSES:**

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Type or Print Name

\_\_\_\_\_  
Signature

**ATTEST:**

Miami-Dade County, Florida

**HARVEY RUVIN, CLERK**

**BY:**

\_\_\_\_\_  
**DEPUTY CLERK**

\_\_\_\_\_  
John Dixon  
Executive Director  
MIAMI-DADE ECONOMIC ADVOCACY TRUST

\_\_\_\_\_  
Clerk's Date

Approved as to form  
And legal sufficiency

\_\_\_\_\_  
Assistant County Attorney