

**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

September 7, 2011
As Advertised

Harvey Ruvlin, 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
SEPTEMBER 7, 2011**

The Miami-Dade Economic Advocacy Trust (MDEAT) convened its meeting in the MDEAT Board Room, 19 West Flagler Street, Mezzanine Room #106, on September 7, 2011 at 3:30 p.m., there being present: Mr. Ron Butler, Mr. Marc Douthit, Esq., Ms. Barbara Montero, Mr. Carlos Morales, Reverend Walter T. Richardson Ms. Treska V. Rodgers and Ms. H. Leigh Toney (Chairman Robert Holland, Esq., Ms. Stephanye Johnson, Ms. Natasha K. Nalls and Ms. Tamika Robinson was absent).

ROLL CALL

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

In the absence of Chairman Robert Holland, Vice Chairman Marc Douthit chaired today's (9/7) meeting.

Vice Chairman Douthit called the meeting to order at 4:19 p.m.

DISCLOSURE OF CONFLICTS OF INTEREST
QUERY FOR EARLY DEPARTURES

-Approval of Previous Minutes

I. Board Action Items

A. Approval of the Equity Summit Budget

Mr. John Dixon explained the intend of the foregoing item, noting that staff had recommended that the Trust approve the proposed budget for MDEAT for 2 Economic Development Roundtable forums and one Equity Summit, and staff was requesting the Trust to authorize staff to negotiate, and execute all agreements and purchase orders, with oversight by the Economic Development Action Committee (EDAC) in an effort to expedite the purchasing of the services required to perform the events. Mr. Dixon gave details regarding the round table event as well as the summit he noted Trust members could review expenditures on page four of the agenda package.

Reverend Walter Richardson noted that he and other Trust members had expressed concerns at the prior meeting regarding the consultant's fees and inquired whether the consultant's fees projected an adjusted amount.

Responding to Reverend Richardson's inquiry, Mr. Dixon noted that the consultant had presented a projection of approximately \$70,000, but had adjusted this amount to approximately \$45,000.

Mr. Douthit pointed out the other issues raised by Trust members regarding direct payment to the vendor and inquired whether the approval staff was seeking today included allowing staff to pay vendors directly and not through the consultant.

Responding to Mr. Douthit's inquiry, Mr. Dixon clarified that the item before the Trust would in fact allow staff to pay vendors directly and not pay through the consultant.

It was moved by Mr. Ron Butler to approve the allocation not to exceed \$77,050 from the Economic Development Budget in order to conduct two Economic Development Roundtable events and one Equity Summit; and that staff be authorized to negotiate and execute all agreements and purchase orders under the guidance of the Economic Development Action Committee to expedite the purchasing process required for these events. This motion was seconded by Ms. Barbara Montero and upon being put to a vote, passed unanimously by those members present (Chairman Robert Holland, Esq., Ms. Stephanye Johnson, Ms. Natasha K. Nalls and Ms. Tamika Robinson was absent).

Information Items

A. Review of the Social Compact Scope of Work

Mr. John Dixon explained the intent of the foregoing item. He noted phase I of the Social Compact project was complete and the purpose of this item was to revisit Social Compact's scope of work for phase II of the project. He apprised Trust members that an outline of the scope of work as outlined by the contractor and the amendment to the agreement which outlined the price of the current scope began on page 29 of the agenda package. Mr. Dixon pointed out that there had been discussions to modify the scope of work, subsequently at the direction of staff, the contractor had stopped work and was waiting for clarification and direction.

Mr. Williams Simmons gave a brief description of the scope of work. He noted the contract could be further amended to address some of the Trust members' concerns. He pointed out that the Trust had the option to address the issue of modifying the scope as a whole or appointing a committee and that the Trust should be cognizant of the possible cost increase if the scope of work is modified; he further noted, the cost could only be determined when the scope of work was settled.

Ms. Treska Rodgers suggested that a committee be established by the Trust to discuss the changes to the scope of work.

Ms. H. Leigh Toney concurred with Ms. Rodgers' suggestion and she suggested the aforementioned committee be comprised of members from each of MDEAT's action committees.

It was moved by Ms. Treska Rodgers to establish a committee comprised of MDEAT's Action Committee's chairperson to redefine the Social Compact Phase II scope of work contract and to allow that committee to oversee the implementation of the Social Compact contract. This motion was seconded by Ms. H. Leigh Toney and upon being put to a vote, passed unanimously by those members present (Chairman Robert Holland, Esq., Ms. Stephanye Johnson, Ms. Natasha K. Nalls and Ms. Tamika Robinson was absent).

II. Schedule Next Meeting

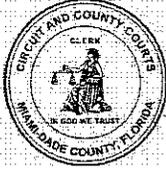
Vice-Chairman Douthit noted the next Trust meeting would be held on September 20, 2011 at 3:30 p.m.

Adjournment

There being no further business to come before the Trust, the meeting was adjourned at 5:13 p.m.



Miami-Dade Economic Advocacy Trust
Vice-Chairman Marc Douthit, Esq.



Miami-Dade Economic Advocacy Trust
September 7, 2011

Prepared by: Zorana Gainer

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	9/7/2011		Board of Trustees' Meeting Agenda
2	9/7/2011		Motion and Approval Ballots
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**MIAMI-DADE ECONOMIC
ADVOCACY TRUST
SPECIAL
BOARD OF TRUSTEES
MEETING**

SEPTEMBER 7, 2011

Agenda



MEETING NOTICE

MIAMI-DADE ECONOMIC ADVOCACY TRUST

SPECIAL

TRUSTEE BOARD MEETING

DATE: WEDNESDAY SEPTEMBER 7, 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, SEPTEMBER 7, 2011
AGENDA**

Roll Call

DISCLOSURE OF CONFLICTS OF INTEREST

QUERY FOR EARLY DEPARTURES

- **Approval of Previous Minutes**

- I. **Board Action Items**
 - A. Approval of the Equity Summit Budget 1

- II. **Information Items**
 - A. Review of the Social Compact Scope of Work 27

- III. **Schedule Next Meeting**

Adjournment

ACTION ITEM I A
EQUITY SUMMIT BUDGET
APPROVAL

Memorandum



MIAMI-DADE ECONOMIC ADVOCACY TRUST MEMORANDUM OF APPROVAL

Date: September 7, 2011

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

From: John Dixon, Executive Director

Re: Item I.A. EDAC Summit Budget (Exhibit A)

PURPOSE OF ITEM

The purpose of this item is to request the Board of Trustees of the Miami-Dade Economic Advocacy Trust to approve the proposed budget, Exhibit A, for MDEAT cost to conduct two (2) Economic Development Roundtables and one (1) Equity Summit. Additionally, staff is requesting the Board to authorize staff to negotiate and execute all agreements and purchase orders, with oversight by the Economic Development Action Committee (EDAC), to expedite the purchasing of the services required to perform the events.

BACKGROUND

MDEAT through its Economic Development Action Committee (EDAC), with the Board's approval, has solicited and procured the services of DSG Community Management Systems, LLC (Consultant) to plan and coordinate two (2) economic development roundtables and one (1) economic development equity summit. Preparing and presenting a budget that outlines the costs to MDEAT of these events is one of the consultant's deliverables. The budget outlined under Item I.A. of the Board package was prepared by the consultant and modified by staff with the oversight and input of the EDAC. Many of the items in the budget may require expeditious procurement where others do not. MDEAT is attempting to procure these items directly. There are several contracts that require negotiation and execution as follows:

- MDC E-Gardening \$30,000.00
- Honorarium Agreements \$11,000.00

Attached for the Board's perusal is a copy of the proposed honorarium agreement and the Miami Dade College E-Gardening Proposal and Contract. The additional budget items will be procured through the Miami-Dade County procurement process. There may be additional contracts, according to the venue selection.

FISCAL IMPACT TO AGENCY

The fiscal impact of this item is an amount not to exceed a \$77,050.00 allocation from the Economic Development Budget.

RECOMMENDATION

It is recommended that the Board of Trustees of the Miami-Dade Economic Advocacy Trust approve the proposed budget for MDEAT cost to conduct two (2) Economic Development Roundtables and one (1) Equity Summit. Additionally, staff is requesting the Board to authorize staff to negotiate, and execute all agreements and purchase orders, with oversight by the Economic Development Action Committee (EDAC), to expedite the purchasing of the services required to perform the events.

*approved
(use this for ballot
& minutes)*

**HONORARIUM AGREEMENT
BETWEEN
MIAMI-DADE COUNTY
AND
JOHN TALMADGE**

This Honorarium Agreement (hereafter "Agreement") is made and entered into this ____ day of ____, 2011, between Miami-Dade County, a political subdivision of the State of Florida, by and through its agent and instrumentality, Miami-Dade Economic Advocacy Trust (hereafter "County"), and John Talmadge (hereafter "Speaker").

RECITALS

WHEREAS, the County, through Miami-Dade Economic Advocacy Trust (hereafter "MDEAT") is the sponsor of the Metro Miami Equity Summit Summer 2011 (hereafter the "Event"); and

WHEREAS, the Event has been scheduled for Wednesday, August 31, 2011 at the Port of Miami Conference Center, 1015 American Way, Miami, Florida 33132; and

WHEREAS, the County wishes to engage Speaker to provide speaker services at the Event,

NOW, THEREFORE, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

- 1) Speaker shall provide the following specific services:

Morning Speaker for the conference. The topic of discussion will be the Social Compact Disparity Study and the recent census data. The speaker will present, analyze and interpret the data. Speaker will explain the relevance of the data for developing plans and economic development initiatives.

- 2) County shall pay Speaker for professional services at the total contract price of Three Thousand 00/100 (\$3,000.00) only, inclusive of all associated costs (i.e., travel, meals, hotel). Speaker shall make own travel related arrangements.

- 3) The contracted services are to commence on Wednesday, August 31, 2011, and be completed no later than Wednesday, August 31, 2011.

- 4) Speaker shall assume all expenses incurred in connection with, and provide all necessary materials in support of, the performance of this Agreement. The fees specified shall be the only obligation of the County.

- 5) While engaged in carrying out and complying with any of the terms and conditions of this Agreement, Speaker is not an officer, agent or employee of the County.

6) Speaker shall indemnify and hold harmless the County 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 Speaker or its employees, agents, servants, partners principals or subcontractors. Speaker 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. Speaker expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Speaker 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.

7) Speaker understands that he/she is responsible for his/her own insurance coverage including Worker's Compensation. The Speaker agrees to provide Worker's Compensation insurance for anyone arranged to assist him/her in fulfilling the terms of this agreement and understands they are not covered by the County.

8) The Speaker represents and warrants that: (a) except to the extent elements are supplied by the County, all work created or performed by him/her hereunder, including without limitation the presentation, whether created by the Speaker alone or in collaboration with others, shall be wholly original with him/her and shall not infringe upon or violate any rights of any third party, including without limitation any rights of privacy, publicity, trademarks, service marks, or copyrights, and shall not constitute a libel or slander of any person or entity; (b) the Speaker has the full power to enter into and perform this Agreement and to make the grant of rights contained herein; (c) exercise by the County of the rights granted to it under this Agreement will not infringe or otherwise violate any rights of any third party; and (d) all services performed hereunder, shall be performed in accordance with the County's specifications and requirements and with all necessary care, skill and diligence.

9) In the event of any disputes between the parties concerning this Agreement, the parties agree to discuss the problem amicably and attempt to resolve the dispute. Disputes which cannot be settled shall be submitted to mediation under terms agreed on by the parties at the time.

10) This Agreement states the entire contract between the parties in respect to the subject matter of this Agreement and supersedes any previous written or oral representation, statements, negotiations or agreements. Both parties shall exercise their respective rights and perform their respective obligations under this agreement in compliance with all applicable laws, orders and regulations. The Agreement shall be interpreted in accordance with laws of the State of Florida and may be modified only by written amendment signed by the parties.

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.

SPEAKER

By: _____
John Talmadge

Witnesses:

By: _____
(Type or Print Name)

By: _____
(Signature)

ATTEST:

MIAMI DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
John Dixon
Executive Director
Miami-Dade Economic Advocacy Trust

Clerk's Date

Approval as to form
And legal sufficiency

Assistant County Attorney

MEMORANDUM OF UNDERSTANDING
Between
MIAMI-DADE ECONOMIC ADVOCACY TRUST
And
MIAMI DADE COLLEGE

This Memorandum of Understanding is made and entered into this _____ day of _____, 2010, between Miami-Dade Economic Advocacy Trust (hereafter Trust), an agent and instrumentality of Miami-Dade County, having an address of 19 West Flagler Street, Suite M-106, Miami, Florida and Miami Dade College (hereafter "MDC"), a _____, having an address at 11330 N.W. 27th Avenue, Miami, Florida

RECITALS

WHEREAS, the Trust was established by the Miami-Dade Board of County Commissioners (the "Board") as a revocable trust for the purpose of ensuring the equitable participation of Blacks in Miami-Dade County's economic growth through advocacy and monitoring of economic conditions and economic development initiatives in Miami-Dade County; and

WHEREAS, pursuant to Section 2-506(g) of the Code of Miami-Dade County, the Trust as an agent and instrumentality of Miami-Dade County, is authorized to act for Miami-Dade County in the performance and enforcement of all contracts and to negotiate and execute such contracts as are properly within the powers and duties of the Trust; and

WHEREAS, the Trust is desirous to provide Leadership in Energy and Environmental Design (LEED) Green Associate exam prep-training with the purpose of affording Black contractors in the construction industry an opportunity to gain the necessary preliminary information to successfully pass the LEED Accreditation examination; and

WHEREAS, LEED is designed to measure the ability to understand and support green construction and operations; and

WHEREAS, MDC offers LEED certification preparation courses (the "Program"); and

WHEREAS, the Trust and MDC desire to serve as conduits for qualified Black contractors to participate in the MDC LEED Program,

ARTICLE I

PURPOSE

The purpose of the Program is to assist County-based Black owned businesses in the construction industry with assistance by offering certain technical and financial resources to existing small businesses that meet the requirements of the Program. Those resources include the cost that is associated with enrolling participants in the Program. The Program's activities are based on assisting Black contractors in the construction trades to become competitive in today's market regarding Green initiatives. The contractors must meet the following criteria to participate in the Program:

- Business must be located in Miami-Dade County;
- Business must have been in existence for a minimum of one (1) year;
- Maintains regular business hours at the address stated in the application;
- Is not in default or non-compliance with any county loan or grant program; and
- Business must be certified by Miami-Dade County.

ARTICLE II
TERM OF MOU

- 2.1 The term of MOU shall commence on the last date of execution by the parties and continue until September 30, 2010 unless terminated by either party pursuant to Article VII below.
- 2.2 The parties agree that time is of essence in the performance of each and every obligation under this MOU.

ARTICLE III
RESPONSIBILITIES OF THE PARTIES

- 3.1 MDC Responsibilities: MDC hereby agree as follows:
 - (a) To provide a two-day LEED Associate pre-examination training program for Black contractors in the construction trade;
 - (b) To provide experienced, certified industry expert instructors to facilitate the pre-training program;
 - (c) To provide needed classroom materials;
 - (d) To facilitate the pre-training program at a MDC campus; and
 - (e) To provide a roster of participants to Trust
- 3.2 Trust Responsibilities: The Trust hereby agrees as follows:
 - (a) To develop a marketing advertising and recruitment plan for the Program;

- (b) To cooperate fully with MDC in implementing and achieving the purposes of this MOU;
- (c) To adhere to the strict Program requirements to be established upon the execution of this MOU; and
- (d) To play a major role in achieving the goals of the strategy outlined herein.

ARTICLE IV

PROJECT MANAGEMENT AND NOTICE

- 4.1 The Project Manager for the Trust is John Dixon, Executive Director for Miami-Dade Economic Advocacy Trust, 19 West Flagler Street, Suite M-106, Miami, Florida 33130. The Project Manager for MDC is _____ . The parties shall direct all matters arising in connection with the performance of this MOU, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this MOU.
- 4.2 All notices, demands, or other communications to the Trust under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami-Dade County Economic Advocacy Trust
 Executive Director
 19 West Flagler Street, Suite M-106
 Miami, Florida 33130

All notices demands, or other communications to MDC under this MOU shall be in writing and shall be deemed received if sent by certified mail to:

Miami Dade College
 Name:
 Address:

The Trust and MDC shall also provide a copy of all notices to the Project Managers. All notices required by this MOU shall be considered delivered upon receipt. Should any party changes its address, written notice of such new address shall promptly be sent to the other parties.

ARTICLE V

INDEMNIFICATION

5.1 The Trust assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of the Trust and the officers, employees, servants, and agents thereof. The Trust warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to the Trust officers, employees, servants and agents while acting within the scope of their employment with the Trust.

5.2 MDC assumes any and all risks of personal injury, bodily injury and property damage attributable to the negligent acts or omissions of MDC and the officers, employees, servants, and agents thereof. MDC warrants and represents that it is self-funded for liability insurance, or has liability insurance, both public and property, with such protection being applicable to MDC officers, employees, servants and agents while acting within the scope of their employment with MDC.

5.3 The Trust and MDC further agree that nothing contained herein shall be construed to interpret as (1) denying to either party any remedy or defense available to such party under the laws of the State of Florida; (2) the consent of the United States or its agents and agencies to be sued; (3) the consent of the State of Florida or its agents and agencies to be sued; or (4) a waiver of sovereign immunity of the State of Florida beyond the waiver provided in Section 768.28, Florida Statutes.

ARTICLE VI

INSURANCE

6.1 The parties hereto acknowledge that the Trust and Miami Dade County are self-insured governmental entities subject to the limitations of Section 768.28, Florida Statutes. The Trust and MDC shall maintain a fiscally sound and prudent risk management program with regard to their obligations under this MOU in accordance with the provisions of Section 768.28, Florida Statutes. The Trust and MDC shall collect and keep on file documentation of insurance of any and all contractors contracted to provide the services or product used in conjunction with this MOU in any way. The Trust and MDC as named insured shall provide the Trust and MDC with a copy of the insurance policy purchased by any contractor prior to commencement of the Services.

ARTICLE VII

TERMINATION/REMEDIES

7.1 If any party fails to fulfill its obligations under this MOU in a timely and proper manner, the other parties shall have the right to terminate their participation under this MOU by giving written notice of any deficiency. The party in default shall then have thirty (30) calendar days from receipt of notice to correct the deficiency. If the defaulting party fails to correct the deficiency within this time, this MOU shall terminate at the expiration of the thirty (30) day time period.

7.2 Any party may terminate this MOU at any time for convenience upon ninety (90) calendar days prior written notice to the other party. Any such termination shall be effected by delivery to the other of a Notice of Termination specifying the extent to which performance of work under the MOU is terminated, and the date upon which such termination become effective.

7.3 In the event a dispute arises which the Project Managers cannot resolve between themselves, the parties shall have the option to submit to nonbinding mediation. The mediator or mediators shall be impartial, shall be selected by parties, and the cost of the mediation shall be borne equally by the parties. The mediation process shall be confidential to the extent permitted by law.

7.4 This MOU has no third party beneficiaries (intended or incidental), who may enforce obligations of any party should the MOU be terminated.

ARTICLE VIII

RECORDS RETENTION AND OWNERSHIP

The Trust and MDC shall maintain records and each party shall have inspection and audit rights as follows:

8.1 Maintenance of Records. All parties shall maintain all financial and non-financial records and reports directly or indirectly related to the negotiation or performance of this MOU including supporting documentation for any service rates, expenses, researching or reports. Such records shall be maintained and made available for inspection for a period of five (5) years from the expiration or termination date of this MOU.

8.2 Examination of Records. All parties or their designated agents shall have the right to examine in accordance with generally accepted governmental auditing standards all records directly or indirectly related to this MOU. Such examination may be only five years from the expiration or termination of this MOU and upon reasonable notice, time and place.

8.3 Extended Availability of Records for Legal Disputes. In the event that any party should become involved in a legal dispute with a third party arising from performance under this MOU, the other parties shall extend the period of maintenance for all records relating to this MOU until the final disposition of the legal dispute, and all such records shall be made readily available.

ARTICLE IX

STANDARDS OF COMPLIANCE

9.1 The Trust and MDC, their employees, subcontractors, partners and assigns, shall comply with all applicable federal, state and local laws and regulations relating to the performance of this MOU to which their activities are subject.

9.2 The Trust and MDC shall allow public access to all project documents and materials it maintains in accordance with the provisions of Chapter 119, Florida Statutes. Should the Trust and/or MDC assert any exemptions to the requirements of Chapter 119 and related statutes, the burden of establishing such exemption, by way of injunctive or other relief as provided by law, shall be both upon the Trust and MDC.

9.3 All parties assure that no person shall be excluded on the grounds of race, color, creed, national origin, handicap, age, sex, marital status, or sexual preference, from participation in, denied the benefits or, or be otherwise subjected to discrimination in any activity under this MOU. All parties shall take all measures necessary to effectuate these assurances.

ARTICLE X

RELATIONSHIP BETWEEN THE PARTIES

10.1 The Trust and MDC are independent contractors. No party is an employee or agent of any other party. Nothing in this MOU shall be interpreted to establish any relationship other than that of independent contractors between the Trust and MDC, or between their respective employees, agents, subcontractors, partners, or assigns, during or after the performance of this MOU.

ARTICLE XI

GENERAL PROVISIONS

11.1 Notwithstanding any provisions of the MOU to the contrary, the parties shall not be held liable for any failure to delay in the performance of this MOU that arises from fires, floods, strikes, embargoes, acts of public enemy, unusually severe weather, outbreak of war, restraint of Government, riots, civil commotion, force majeure, acts of God, or for any other cause of same character which is unavoidable through the exercise of due care and beyond the control of the parties. Failure to perform shall be excused during the continuance of such circumstances, but this MOU shall otherwise remain in effect.

11.2 In the event any provisions of the MOU shall conflict, or appear to conflict, the MOU, including all exhibits, attachments and all other documents specifically incorporated by reference, shall be interpreted as a whole to resolve any inconsistency.

11.3 Failures or waivers to insist on strict performance of any covenant, condition, or provision of the MOU by the parties, their successors and assigns shall not be deemed a waiver of any rights or remedies, nor shall it relieve the other parties from performing any subsequent obligations strictly in accordance with the term of this MOU. No waiver shall be effective unless in writing and signed by the party against whom enforcement is sought. Such waiver shall be limited to provisions of this MOU specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

11.4 Should any term or provision of this MOU be held, to any extent invalid or unenforceable, as against any person, entity or circumstance during the term hereof, by force of any statute, law, or ruling of any forum of competent jurisdiction, such invalidity shall not effect any other term or provision of this MOU, to the extent that the MOU shall remain operable, enforceable and in full force and effect to the extent permitted by law.

11.5 This MOU may be amended only with the written approval of the parties hereby.

11.6 This MOU states the entire understanding and agreement between the parties and supersedes any and all written or oral representations, statements, negotiations or agreements previously existed between parties with respect to the subject matter of this MOU. The parties recognize that any representations, statements or negotiations made by the staff of either party does not suffice to legally bind either party in a contractual relationship unless they have been reduced to writing and signed by their authorized representative(s). This MOU shall inure to the benefit of all and shall be binding upon the parties, their respective assigns, and successors in interest.

ATTEST:

MIAMI DADE COLLEGE

SAMPLE

Approved as to legal form and sufficiency:

Carmen Dominguez
Legal Counsel

ATTEST:
HARVEY RUVIN, CLERK

MIAMI DADE ECONOMIC
ADVOCACY TRUST

Deputy Clerk

John Dixon
Executive Director

Approved as to legal form and sufficiency:

Assistant County Attorney

SAMPLE

**MIAMI DADE COLLEGE
STUDENT FINANCIAL SERVICES
11011 S.W. 104TH STREET
MIAMI, FLORIDA 33176
(305) 237- 2141**

- Check Attached
- Credit
- Non-Credit

**Contract/Authorization
FOR PAYMENT OF STUDENT FEES BY AGENCY**

1. This agreement is entered into as of this 9 day of September, 2011, by and between Miami Dade College and Miami Dade Economic Advocacy Trust, hereinafter referred to as "Agency"
(Agency)

WITNESSETH THAT:

2. The agency agrees to pay fees incurred for the following services (include activity title, reference number, cost center, location, dates, times, number of students, fees, etc., as applicable, and attach a list of student names, if available): 3 (4hr) Cohort trainings - Fall 679858, Spring 679861, Summer - TBA; 2 (4hr) Industry Sector trainings- Fall 679979, Spring 679983; 3 (2hr) Individual Coaching - Fall 680019, Spring 680020, Summer - TBA

3. Cost of services covered by this authorization:

\$26,960.00

4. Other pertinent information (include any special term or procedures for billing or payment):

3 Cohort Trainings, 2 Industry trainings, and 3 Individual Coaching Sessions @ \$16,960.00. Promotion & Advertising @ \$4000. Honoraria- Kevin Lockette @ \$2000, Desiree Rogers @ \$5000, Spring TBD @ \$2000 Total = \$26,960.00

5. When applicable, the College will submit a bill to the agency at the conclusion of the registration period each term; at that time, the agency will promptly mail a properly identified check to the College for the full amount of the bill.

6. The Miami Dade Economic Advocacy Trust John Dixon, Executive Director
Name of Agency (Same as in section 1) Name and Title of Authorized Officer/Sponsor

19 W. Flagler Street Mezz. 106 (305) 372-7600
Address of Agency Signature of Authorized Office Telephone No.

Miami FL 33010
City State Zip Code Agency's reference Number (s)

7. Shonnda Smith/ Barbara Alfonso (305) 237-8250
Name of MDC Coordinator (Please print) Signature of Coordinator Telephone No.

8. Geoffrey Gathercole (305) 237-2768
Name of Cont. Ed. Dept. Head (Please print) Signature of Cont. Ed. Dept. Head Telephone No.

9. Accepted for Miami Dade College:

Delilah Almeda, Comptroller
Name and Title of Authorized Officer (Please print)

()
Signature of Authorized Officer Telephone No.

Refer to Procedure 3128/3129 for processing details.
Send completed forms to Student Financial Services Kendall Campus room 9254





ECONOMIC GARDENING: Mining for Entrepreneurial Opportunities in the Urban Core

A Program of the

Miami Dade College, Carrie P. Meek Entrepreneurial Education Center

Wells Fargo Urban Microentrepreneurs Initiative

In Partnership with:

The Miami Dade Economic Advocacy Trust

What is Economic Gardening?

The three basic elements of gardening are:

1. Providing critical information needed by businesses to survive and thrive.
2. Developing and cultivating an infrastructure that goes beyond basic physical infrastructure and includes quality of life, a culture that embraces growth and change, and access to intellectual resources, including qualified and talented employees.
3. Developing connections between businesses and the people and organizations that can help take them to the next level — business associations, universities, roundtable groups, service providers and more.

What companies are Right for Economic Gardening?

Economic Gardening is not for all businesses. The Edward Lowe Foundation has defined stages of business growth so to provide a framework for understanding businesses needs for supporting growth.

Edward Lowe has determined that companies in the same developmental stage experience similar challenges and, as companies move through these stages, not only do their internal needs change, but their external needs also change.

- **Stage 1 (2-9 employees)** — This includes partnerships, lifestyle businesses and startups. This stage is focused on defining a market, developing a product or service, obtaining capital and finding customers.
- **Stage 2 (10-99 employees)** — At this phase, a company typically has a proven product, and survival is no longer a daily concern. Companies begin to develop infrastructure and standardize operational systems. Leaders delegate more and wear fewer hats.
- **Stage 3 (100-499 employees)** — Expansion is a hallmark at this stage as a company broadens its geographic reach, adds new products and pursues new markets. Stage 3 companies introduce formal processes and procedures, and the founder is less involved in daily operations and more concerned with managing culture and change.
- **Stage 4 (500 or more employees)** — At this level of maturity, an organization dominates its industry and is focused on maintaining and defending its market position.

Criteria for Urban Microentrepreneurs Initiative (Based upon Grow FL model):

- Be a for-profit, privately held business based in Florida
- Employ at least 3, but not more than 20 people
- Have gross revenues between \$25k – \$500k;
- Be a company focused on growth, and have a history of growth with increases in the number of employees or gross revenues during at least three of the last five years (prior to the recession)
- Operate in one of Florida's designated "Qualified Target Industries" including manufacturing; finance and insurance services; wholesale trade; information industries; professional, scientific and technical services; management services; and, administrative and support services. Also will accept retail, food/beverage, service, and technology businesses.

The Urban Microentrepreneurs Initiative (UMI) will market to the local business community directly and through collaborations with chambers of commerce and other business support organizations. Targeting two core constituencies, the UMI will develop partnerships with key institutions serving those audiences:

Current and Aspiring Entrepreneurs ("The Doers"):

Through a targeted marketing campaign and collaborations with business support organizations, particularly the Business Assistance Center, the Miami Dade Economic Advocacy Trust, the Miami Dade Chamber of Commerce and the Bayside Foundation, the UMI will recruit and enroll a cohort of current and aspiring entrepreneurs to participate in the 7-Week Entrepreneurs program, hosted by the Carrie P. Meek Entrepreneurship Education Center, to assist them in updating their business management skills, and in developing business growth strategies capitalizing on their existing expertise while transitioning and/or augmenting their core products and services to better match the demands of the current marketplace. Many of the entrepreneurs focus on small retail shops, construction and construction-related services, and landscape and lawn care services. All of these industries are experiencing a dramatic downturn in revenue to the declining national and local economy and the reduction in building-related projects. Retail shops are especially hard hit as unemployment continues to rise and consumers' discretionary income continues to decrease.

In light of these realities, this strand will also conduct outreach into the long-term unemployed and career changers populations, many of whom are considering entrepreneurship as a viable option. Each group will undertake a strategic business assessment

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effort to determine if their core skills, products and services can be adapted to meet changing demands, or if there are opportunities to segue into other industries building on the framework of their existing businesses. These entrepreneurs will be taken through the following educational program for a one-year pilot period:

September	Introductory Course 1
October	Business Planning Courses 2 and 3
November	Financial Statements Course 4 Site Visits
December	Site Visits Initial Assessments

Segment # 2: Spring Semester 2012 Schedule Overview

January	Initial Assessment Reports Introduction Course 1
February	Follow-Up Course 2
March	Follow-Up Course 3 Spring Break Conference Call Check-In's
April	Evaluation Course(s)

Segment # 3: Spring Semester 2012 Overview Continued

- Gain a deep understanding of implementation efforts thus far
- Provide on-site support to propel implementation efforts forward

There will be no official classroom courses during Segment # 3. Site visits will be conducted (1-2 hours per company) to assess results to date, identify priorities moving forward, and understand any challenges being faced to complete the implementation process, and provide guidance in overcoming those challenges.

The UMI will also provide an opportunity for the business owners to discuss industry demands and challenges with opinion leaders, subject matter experts and large-scale customers i.e. government (local, state and national), national chains (mid-to-large size corporations), and financiers (banks, venture capitalists).

The outcome of these efforts is to enable each business participant to create a newly revised business plan and strategic growth strategy that prepare them to be more competitive and better positioned for growth as the economic picture becomes clearer.

Business Support Organizations & Chambers: ("The Enablers"):

Chamber of Commerce and other business support organizations are under increasing pressure to demonstrate their value to their membership, especially in light of declining revenue and as businesses tighten their belt by eliminating what may be considered value-neutral obligations. Chambers are in the position of having to ramp up their advocacy and opportunity generating capacity while simultaneously demonstrating their worth in order to maintain their membership. Many Chambers and business support organizations are in need of expert consultation in critical areas such as, but not limited to:

- Supporting the Lifestyle and Microentrepreneur
- Revenue Generation, Resource Development & Financial Sustainability: Making the Case for Financial Support
- Prospecting: Mining the Private and Public Sector for Business Growth Opportunities

The UMI program would partner with targeted business support organizations serving minority business people in Liberty City, Little Haiti and Brownsville to form a collaboration that leverages the strengths of each group and positions each to better serve its core audience. Grantmakers, funders and corporations are increasingly requiring evidence of authentic collaboration among groups serving similar populations and geographic areas. Moreover, organizations are realizing that the demands of the current economic climate are demanding more collaboration in order to meet an ever-increasing array of needs. The UMI Initiative will offer business roundtable sessions and small-group workshops to Chambers and business support organizations to build their capacity and partner with them to host a community-wide summit on *The Economic Climate and Its Effects on the Microentrepreneur*. This summit will be hosted with each collaborating partner leveraging its existing resources, and identifying additional sources of funding, to host a summit that provides strategic, doable and meaningful strategies for microentrepreneurs as they use this period of low productivity to strengthen their capacity to compete in the new and ever-changing economy.

Funding Partner

The Miami Dade Economic Advocacy Trust (MDEAT) will serve as a funding partner and the lead collaborating partner for the UMI program county-wide expansion based upon their financial commitment to the effort. The MDEAT funding matches a Wells Fargo grant that the College has received to provide this same program to microentrepreneurs in the communities of Liberty City, Little Haiti and Brownsville. The MDEAT funding in the amount of \$29,960 allows for the expansion of the program to the Miami Dade County Targeted Urban Areas which span the county from North Miami/North Miami Beach, Miami Gardens to Florida City, Homestead and Goulds.

At the conclusion of program, MDEAT and MDC will work collaboratively on behalf of the UMI Fellows to enlist other financial potential lending partners for capital funding to include, but not limited to:

- Partners for Self-Employment: makes micro-loans to eligible small businesses
- Accion USA: makes micro-loans to eligible small businesses
- Private Banks: access to capital, financial technical support and other creative financing options.

Timeline for MDEAT UMI Fellows Initiative :

Activity	Date/Time/Location	Responsible Person
<p>9/15: Dissemination of Criteria for UMI Business Fellows Public & EDO's</p> <ul style="list-style-type: none"> • 5 Fellows from Little Haiti • 5 Fellows from Brownsville • 5 Fellows from Liberty City • 2 each from Overtown, Coconut Grove, Florida City/Goulds, Miami Gardens „ North Miami/NMB (MDEAT Funds) 	<p>8/24-9/15</p>	<p>MDC, Haitian Chamber, MDEAT (i.e. MDC & Partners)</p>
<p>9/21 (Date Pending Confirmation) Economic Gardening Roundtable</p> <p>Date: TBD</p> <p>Opening Plenary:</p> <p>Fran Koresec (Confirmed)</p> <p>Director of Client Services, Florida Economic Gardening Institute, 407-882-0210</p> <p>http://www.growfl.com</p> <p>UMI Fellows & Coaching Team Staff Introduction:</p> <p>H. Leigh Toney, Introductions & Purpose: Roundtables; Tech. Asst./Coaching; Research/GIS; Seminars</p> <ul style="list-style-type: none"> • IT/Social Media: Chris Payne & Invizio • Trades & Construction: Ann McNeill • Retail: • Services: <p>Industry Learning Institutes Facilitators:</p>		<p>MDC & Partners</p>

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<p><u>Retail/Franchises –</u> <u>Tech & Social Media</u> – Chris Payne, Regal Spri & Invizio (Invited) <u>Services –</u> <u>Construction & Trades: Ann McNeill (Invited)</u></p>		
<p>Closing Plenary: Kevin Lockett, Urban Entrepreneurial Partners (Invited)</p>	8/22-9/2	MDC, HCC, MDEAT
<p>8/22-9/17: Contacts, Interviews and/or Visits to Prospective UMI Fellows</p> <p>11/15: UMI Entrepreneurship E-Gardening of an Iconic Brand: Johnson Publish Company's CEO Desiree Rogers</p> <ul style="list-style-type: none"> 7 pm: UMI Young Professionals Network & UMI Fellows, MDC, North Campus, Science Complex 	11/15	MDC, MDEAT, HCC, MDCC-YPN
<p>11/16: AAUW Leadership Discussion for Global Entrepreneurship Week featuring Desiree Rogers</p> <ul style="list-style-type: none"> 10 a.m., MDC, North Campus, Science Complex 	11/16	MDC AAUW Grant Team
<p>Coaching Sessions (Individual)</p>	Bi-Monthly	Coaches
<p>CEO Roundtables (By Industry)</p>	Monthly	Coaches
<p>UMI Blog</p>	Monthly	MDC, Meek Center
<p>On-Site Visits</p>	1 st Month, 6 th month, 12 th month	Coaches, Partners

BUDGET

(for 13 Countywide Participants from the Targeted Urban Areas)

<p>Honoraria</p> <ul style="list-style-type: none"> • Kevin Lockett, Ewing Marion Kauffman Foundation, Urban Entrepreneurial Partners, 9/21/11 • Desiree Rogers, CEO, Johnson Publishing Company, 11/15/11 • Spring 2012: TBD 	<ul style="list-style-type: none"> • \$2,000.00 (½ of honoraria for Mr. Lockett*) • \$5,000.00 (1/2 of honoraria for Ms. Rogers*) • \$2,000.00* • (Other ½ of honoraria being paid by MDC)
<p>Tuition (Coaching Sessions & Workshops)</p> <ul style="list-style-type: none"> • For 13 UMI Participants 	<ul style="list-style-type: none"> • \$ 16,960 (student tuition only; flat fee contract) <ul style="list-style-type: none"> ○ 3x/year cohort trainings @ 4 hours (referenced above as honoraria) = 12 hours ○ 2x/year industry sector trainings (i.e. retail, construction, hospitality, professional services) = Max. 2 hours per session = 4 hours X 4 sectors = 16 hours ○ 3x/year individual coaching sessions on-site at business location (Max. 2 hours per session) = 6 hours X 13 Fellows = 78 hours
<p>Promotion/Advertising</p> <ul style="list-style-type: none"> • Website & Social Media Management • Palm Cards 	<ul style="list-style-type: none"> • \$4,000.00
<p>TOTAL REQUESTED FUNDS FROM MDEAT</p>	<ul style="list-style-type: none"> • \$29,960.00

Miami Dade College, Meek Center
Urban Microentrepreneurs' Initiative (UMI)
Start Up Budget
 (For 13 Fellows from Liberty City, Little Haiti and Brownsville)

Administrative Expenses

Honoraria	\$	8,100.00	Lockett, Rogers, & TBD
Website Development	\$	1,930.00	

Total Administrative Expenses **10,030.00**

Educational Expenses

Scholarships/Tuition (Non-credit courses)	\$	13,000.00	For 13 Fellows
Travel (Local)	\$	1,000.00	Reimb. for site visits
Books/Materials	\$	4,000.00	For 26 Fellows

Total Educational Expenses **\$ 18,000.00**

Promotional

Portfolios	\$	1,970.00	Shirts, Portfolios & Pens for Fellows
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Total Promotional Expenses **\$1,970.00**

Total **\$30,000.00**

INFORMATION ITEM II A

**SOCIAL COMPACT PHASE II SCOPE
OF WORK REVIEW**

Memorandum



INFORMATIONAL ITEM

Date: September 7, 2011

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

FROM: John E. Dixon, Executive Director

Subject: Social Compact Phase II Scope of Work

The purpose of this item is to afford the Board an opportunity to revisit Social Compact's Phase II Scope of Work. Attached for the Board's perusal is the Phase II scope of work as outlined by the contractor and the first amendment to the Social Compact agreement that outlines and price the current phase II scope. There have been discussions to modify this scope. The Contractor has stopped work, at staff's direction, and is waiting for clarification and direction.

The Board may address the issue of modifying the scope as a whole or appoint a committee. The Board should be cognizant of possible cost increase due to scope modification. This cost can only be determined when the scope is settled.

Demographic Data Research Partner/Consultant

PHASE 2 SCOPE

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. Scope of Work

As anticipated, scoping the next phase of work included some additional elements. The scope for the remaining contract fee is as follows:

PROFESSIONAL SERVICES:

- **Micro Equity/Disparity Data** -- Creation of market profiles of smaller geographies (cities or neighborhoods) which drilldown to disaggregate the Disparity Data for more utility to supplement the completed disparity study.
- **Grocery gap analysis** highlighting the areas in the county where investment potential for full service grocers is untapped
- **A workshop** for MDEAT leadership aimed at enhancing understanding of resulting indicators and implications for economic development in focus areas and throughout the county.

APPLICATION:

- **A shared data platform application**, licensed in perpetuity, not sold, to MDEAT for its use, and the use by stakeholders to track change and inform ongoing and future economic development interventions in communities of focus and the greater County; Social Compact will work with MDEAT to develop a system that is password protected to enable revenue generation from the application and ensure that revenue flows equitably.
- The application will include all data obtained and created for the use in the disparity analysis and additional variables as detailed in the contract, and below.
 - Demographic data, economic data and preliminary foreclosure counts.
 - Include an interactive score card component to the online platform to allow users to prioritize score card components according to their interests and needs.
 - Maintenance of the content of the shared data platform, and hosting in years 2 through perpetuity will be additional expenses. See appendix A for some options.

The Services offered by Social Compact in association with the application mainly use functionality already contained within Application licensed to MDEAT. As such, Social Compact shall be deemed to own all of the Intellectual Property Rights in the Applications and any Deliverable that constitutes a modification or enhancement to the Application.



MIAMI-DADE ECONOMIC ADVOCACY TRUST

AMENDMENT #1

AGREEMENT

Between

MIAMI-DADE ECONOMIC ADVOCACY TRUST

And

SOCIAL COMPACT

For

DEMOGRAPHIC DATA RESEARCH CONSULTING



MIAMI-DADE ECONOMIC ADVOCACY TRUST

AMENDMENT #1 TO AGREEMENT

Between

MIAMI-DADE ECONOMIC ADVOCACY TRUST

And

SOCIAL COMPACT

For

DEMOGRAPHIC DATA RESEARCH CONSULTING

The Miami-Dade Economic Advocacy Trust, an agent and instrumentality of Miami-Dade County, a political subdivision of the State of Florida (hereinafter referred to as ("Trust") having its principal office at 19 West Flagler Street, Suite M106, Miami, Florida 33130 and Social Compact; having offices at 738 7th Street SE, Washington, DC 20003 (hereinafter referred to as "Consultant") hereby agree on this 18th day of August, 2011 to amend the Agreement for Demographic Data Research Consulting, dated November 19, 2010, between the TRUST and the CONSULTANT (hereinafter called "the Agreement") and therefore makes the following recitals.

WHEREAS, the Trust and the Consultant entered into an Agreement dated November 19, 2010 for demographic data research consulting (hereinafter referred to as "Services"); and

WHEREAS, the Consultant has clearly defined deliverables in Section I of the Agreement, and.

WHEREAS, the consultant has provided the services contemplated in the scope of work for the initial \$100, 000.00,



MIAMI-DADE ECONOMIC ADVOCACY TRUST

Discussion
(W. Simmons) (32)

NOW THEREFORE, in consideration of the mutual covenants recorded herein, the Trust and the Consultant agree to the amendment as follows:

1. All the above recitals are incorporated herein by reference and as if stated in their entirety
2. Section IV of the Agreement entitled "AMOUNT PAYABLE" is hereby amended to read as follows:

1)

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 remaining Fifty Thousand Dollars (\$50,000.00) of the initial One Hundred Thousand Dollars shall be due and payable upon the Trust's receipt of the disparity study and report card outlined in Article I. The final payment of One Hundred Thousand Dollars No/100 (\$100,000.00) shall be released upon approval of Trust's Board of Trustees. This remaining One Hundred Thousand Dollars (\$100,000.00) shall be due and payable in the amounts indicated upon the receipt and acceptance of the following deliverables: 1) \$50,000.00 upon the receipt and acceptance of a shared data platform for the use of the Trust and the stakeholders to track change and inform ongoing and future economic development interventions in communities of focus and the greater; 2) \$10,000 upon the completion of the Mirco-Market Equity/Disparity Data creation of market profiles of smaller geographies (cities or neighborhoods) which drilldown to disaggregate the Disparity Data for more utility; 3) \$20,000.00 upon the completion and acceptance of a grocery gap analysis highlighting the areas in Miami-Dade County where investment potential for full service grocers is untapped, 4) \$15,000.00 upon the completion of a workshop for the Trust's Board of Trustees aimed at enhancing understanding of resulting indicators and implications for economic development in focus areas and throughout Miami-Dade County; and 5) \$5,000.00 upon the establishment of a fundraising leadership team to guide efforts to obtain additional funding to support potential projects. Both parties agree that should available Trust funding be reduced, the amount payable under this Agreement may be



MIAMI-DADE ECONOMIC ADVOCACY TRUST

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 (MMAP) 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.

3. Section XI of the Agreement is hereby amended to read as follows:

XI. NOTICES. The Project Manager for the Trust is William A. Simmons, Contracts Officer, 19 West Flagler Street - Suite M-106, Miami, Florida 33127. The Project Manager for Consultant is Alyssa S. Lee, President/CEO, 738 7th Street SE, Washington, DC 20003. The parties shall direct all matters arising in connection with the performance of this Agreement, other than notices, to the attention of the Project Managers for attempted resolution or action. The Project Managers shall be responsible for overall coordination and oversight relating to the performance of this Agreement.

All notices, demands, or other communications to the Trust under this Agreement shall be in writing and shall be deemed received if sent by certified mail to:

Miami Dade Economic Advocacy Trust
 19 West Flagler Street
 Suite M-106
 Miami, Florida 33127
 Attn: John Dixon, Executive Director

All notices, demands, or other communications to the Consultant under this Agreement shall be in writing and shall be deemed received if sent by certified mail to:



MIAMI-DADE ECONOMIC ADVOCACY TRUST

Alyssa S. Lee, President/CEO
 Social Compact
 738 7th Street, SE
 Washington, DC 20003

The Trust and the Consultant shall also provide a copy of all notices to the Project Managers. All notices required by this Agreement shall be considered delivered upon receipt. Should any party change its address, written notice of such new address shall promptly be sent to the other parties.

4. Section XV, subsection D of the Agreement entitled "Progress Reports" is hereby deleted in its entirety. And replaced as follows:

D. Not Applicable

5. Section XV, subsection E entitled "Monitoring" is hereby deleted in its entirety and replaced as follows:

E. Not Applicable

6. Section XVI entitled "MISCELLANEOUS", subsection B of the Agreement _____ entitled "Sub-Contracts" is hereby amended as follows:

B. Sub-Contracts. The Consultant shall not enter into sub-contracts, employee leasing contracts, retain consultants, or assign, transfer, convey, sublet, or otherwise dispose of this Agreement, or any or all of its rights, title or interest herein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the Trust.

If this Agreement involves the expenditure of \$100,000 or more by the Trust and the Consultant intends to use sub-contractors to provide the services listed in the Scope of Services (Exhibit A) or suppliers to supply the materials, the Consultant shall provide the names of the subcontractors and suppliers on the form, in Attachment A, titled "Proposer's Disclosure of Subcontractors and Suppliers." Consultant agrees that it will not change or substitute sub-contractors or suppliers from those listed in Attachment A without prior written approval of the Trust. If this Agreement is for \$100,000 or more and the Consultant will not utilize sub-contractors, then the Consultant must also submit Attachment A and state where appropriate that "no sub-contractors will be used." Additionally, the Trust reserves the right to request from the



MIAMI-DADE ECONOMIC ADVOCACY TRUST

Consultant a line item budget and budget justification for each sub-contractor under this Agreement in the same format as Attachment A attached herewith.

Before entering into any sub-contract hereunder, the Consultant will inform the sub-contractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the services to be performed. Such services performed by such sub-contractor will strictly comply with all requirements of this Agreement and a copy of the Agreement must be included as an Exhibit in the sub-contractor's agreement with the Provider, or be included therein by reference.

In order to qualify as a sub-contractor satisfactory to the Trust, in addition to the other requirements herein provided, the sub-contractor must be prepared to prove to the satisfaction of the Trust that it has the necessary facilities, skill and experience, and ample financial resources to perform the Service(s) in a satisfactory manner. To be considered skilled and experienced, the sub-contractor must be prepared to show to the satisfaction of the Trust that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

7. Section XVI entitled "MISCELLANEOUS", subsection E of the Agreement entitled "Totality of Agreement/Severability of Provisions" is hereby amended to read as follow:

Totality of Agreement/Severability of Provisions. This total agreement with its attachments as referenced below contains all the terms and conditions agreed upon by the parties:

Attachment A:	Consultant's Proposal & RFP No. MDEAT DDR 0310
Attachment B:	Miami-Dade County Affidavits
Attachment C:	State Public Entities Crime Affidavit

8. Attachment D of the Agreement is hereby deleted its entirety.

9. If any conflict in language exists between the Agreement and this Amendment #1, the language in this Amendment #1 shall prevail.



MIAMI-DADE ECONOMIC ADVOCACY TRUST

10. All terms and conditions of the Agreement not affected by this Amendment #1 are still in full force and effect.

11. This Amendment #1 is hereby made a part of the Agreement and is binding upon the Trust and the Consultant.

12. This Amendment shall be effective on the date it has been signed by both Parties and shall expire on the same date as the Agreement as Amended.

[INTENTIONALLY LEFT BLANK]



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

SOCIAL COMPACT

By: _____
President

Witnesses:

By: _____
(Type or Print Name)

By: _____
(Signature)

ATTEST:

MIAM- DADE COUNTY, FLORIDA

HARVEY RUVIN, CLERK

By: _____
DEPUTY CLERK

By: _____
John Dixon
Executive Director
Miami-Dade Economic Advocacy Trust

Clerk's Date

Approval as to form
And legal sufficiency

Assistant County Attorney

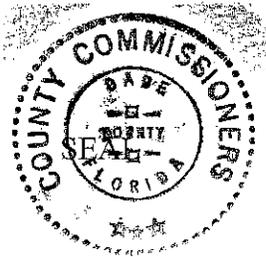
STATE OF FLORIDA)
)SS:
COUNTY OF MIAMI-DADE)

I, HARVEY RUVIN, Clerk of the Circuit Court 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 motions and
votes tallied at the Miami-Dade Economic Advocacy Trust Board of Trustee's meeting of
September 7, 2011, pertaining to agenda items I.A. and II.A.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 23rd day
of September, A.D. 2011.

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

By *Paul Shaw*
Deputy Clerk



Board of County Commissioners
Miami-Dade County, Florida