

Date: March 3, 2026

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Recommendation to Award a Contract for Private Attorney Services

Agenda Item No. 8(P)(6)

Resolution No. R-177-26

Executive Summary

This item is for the purchase of Private Attorney Services for the Housing and Community Development Department (HCD). Approval of this contract will allow the awarded firm to pursue evictions against residents for criminal activity, drug activity, violent or destructive behavior, non-payment of rent and/or any other violations of their lease. The award amount of this contract is under my delegated authority; however, hiring an attorney to pursue legal action on behalf of Miami-Dade County requires approval of the Board of County Commissioners (Board). Federal funds will be used to pay for the services under this contract.

Recommendation

It is recommended that the Board approve a competitive contract award, *Contract No. EVN0025021, Private Attorney Services*, to DeLeon & DeLeon, P.A. in the amount of \$2,000,000 for an initial five-year term for HCD. A one, five-year option to renew is available, but will be subject to approval by the Board. This contract will replace *RFP-01229*, approved by the Board via Resolution No. R-144-21.

Background

A Request for Proposals was issued under full and open competition on September 8, 2025. On the closing date of September 25, 2025, the County received three proposals. One proposal was found non-responsive by the County Attorney's Office (CAO). The remaining two proposals were evaluated, and the highest-ranked proposer is recommended for award. A copy of the Coordinator's Report is attached.

Scope

The scope of this item is countywide in nature.

Fiscal Impact/Funding Source

The fiscal impact for the initial five-year term is \$2,000,000. The current contract is valued at \$2,000,000 for a five-year and six-month term and expires on September 30, 2026.

Department	Allocation	Funding Source	Budgeted	Contract Manager
HCD	\$2,000,000	Federal Funds	FY 2025-26 Adopted Budget and Multi-Year Capital Plan, Page 181, Contractual Services	Barry Cowvins
Total	\$2,000,000			

Track Record/Monitor

Pearl Bethel of the Strategic Procurement Department (SPD) is the Procurement Contracting Manager.

Delegated Authority

If this item is approved, the County Mayor or County Mayor's designee will have the authority to execute the agreement and exercise all provisions of the contract, including any cancellation or extensions, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. The available five-year option to renew will be presented to the Board for approval, if needed.

Vendor Recommended for Award

The highest-ranked proposer is recommended in accordance with the method of award per the solicitation.

Vendor	Principal Address	Local Address	Number of Employee Residents	Principal
			1) Miami-Dade 2) Percentage*	
DeLeon & DeLeon, P.A.	28 West Flagler Street Suite 1200C Miami, FL	Same	7	Neil De Leon
			100%	

*Provided pursuant to Resolution No. R-1011-15. Percentage of employee residents is the percentage of vendor's employees who reside in Miami-Dade County as compared to the vendor's total workforce.

Vendors Not Recommended for Award

Vendor	Local Address	Reason for Not Recommending
CAVA Law, LLC	Yes	Evaluation Scores/Ranking
Saturne Law, PLLC	Yes	Deemed non-responsive by the CAO (opinion attached)

Due Diligence

Pursuant to Resolution No. R-187-12, due diligence was conducted in accordance with SPD's Procurement Guidelines to determine vendor responsibility, including verifying corporate status and that there are no performance and compliance issues through various vendor responsibility lists and a keyword internet search. The lists that were referenced included convicted vendors, debarred vendors, delinquent contractors, suspended vendors, and federal excluded parties. There were no adverse findings relating to vendor responsibility.


Pursuant to Resolution No. R-140-15, prior to re-procurement, a full review of the scope of services was conducted to ensure the replacement contract reflects the County's current needs. The review included conducting market research, posting a draft solicitation for industry comment, and holding meetings and drafting sessions with the user department.

Pursuant to Resolution No. R-252-25, efforts were made to identify any potential piggybacking opportunities prior to issuance of a competitive solicitation. No contracts were identified for accessing.

Applicability of Ordinances and Contract Measures

- The two percent User Access Program does not apply.
- The Small Business Enterprise Selection Factor and Local Preference do not apply.
- The Living Wage Ordinance does not apply.
- Section 3 of the Housing and Urban Development Act of 1968 Compliance applies.

Attachment



Jimmy Morales
 Chief Operating Officer

Memorandum



Date: November 3, 2025

To: Namita Uppal, C.P.M.
Director and Chief Procurement Officer
Strategic Procurement Department

From: Patricia Valcour *Patricia Valcour*
Review Team Coordinator

Subject: Report of Review Team for Request for Proposals (EPPRFP) No. EVN0025021,
Private Attorney Services

The Strategic Procurement Department (SPD) issued a competitive Request for Proposals on September 8, 2025 (through the Expedited Purchasing Program), on behalf of Housing and Community Development (HCD), to obtain proposals from qualified firms to provide private attorney services to pursue evictions against residents for criminal activity, drug activity, violent or destructive behavior, non-payment of rent and/or any other violations of their lease.

The County anticipates awarding one contract for a term of five years with a five-year option to renew. Any resulting contract will be presented to the Board of County Commissioners (Board) for approval in compliance with the Home Rule Amendment and Charter that provides that the Board may employ special counsel for specific needs.

On September 25, 2025, three proposals were received in response to the solicitation. The Review Team has completed the evaluation of responsive proposals following the guidelines published in the solicitation.

Review Team meeting dates:

October 16, 2025 (Kick-off)
November 3, 2025 (Evaluation, Scoring and Recommendation)

Verification of compliance with contract measures:

No contract measures were assigned to this solicitation due to the funding source.

Verification of compliance with minimum qualification requirements and responsiveness:

The solicitation had minimum qualification requirements which were reviewed by the Review Team Coordinator. The proposal from Cava Law, LLC (Cava) and Saturne Law, PLLC (Saturne) were forwarded to the County Attorney's Office (CAO) for review. The CAO deemed Cava Law, LLC responsive and Saturne Law, PLLC non-responsive. A copy of the CAO's opinion is attached.

Local Certified Veteran's Business Enterprise Preference:

Not applicable due to the funding source.

Summary of scores:

The Review Team conducted scoring in accordance with the criteria outlined in the solicitation. The Review Team decided not to hold oral presentations. The final scores are as follows:

<i>Proposer</i>	<i>Technical Score (max. 240)</i>	<i>Price Score (max. 60)</i>	<i>Total Combined Score (max.300)</i>
1. DeLeon & DeLeon PA	235	59	294
2. Cava Law, LLC	135	27	162

Price was submitted based on flat rates for the services listed in the solicitation.

Local Preference:

Not applicable due to funding source.

Administrative Leave Eligibility:

The following County employees served as scoring members of the Review Team and timely completed all committee-related duties, including submittal of the Neutrality Affidavit within three business days from Team Coordinator’s notification; initial scoring within 30 calendar days Review Team Coordinator’s completion of required reviews; and are hereby entitled to one (1) day of paid administrative leave pursuant to Implementing Order No. 3-34.

Employee’s Name	Employee’s Department
Audwyn Francis	Aviation
Christina Salinas-Cotter	HCD
Phyllis Tynes-Saunders	HCD

Deadlines for Completion of Tasks During Evaluation:

Implementing Order No. 3-34, Formation and Performance of Competitive Selection Committees and Implementing Order No. 2-13, Guidelines and Procedures Regarding Legal Opinions, establishes certain timeframes for the completion of reviews and receipt of information during the evaluation phase. Timeframes for completion of tasks are included in the table below:

<u>Task</u>	Date	Number of Days* per I.O.	Actual Number of Days*
Proposals received	09/25/2025	NA	NA
Upon Proposal Submission: SPD Review within 10 Calendar Days			
SPD sent proposals to CAO for responsiveness	09/30/2025	10	5
SPD sent list of proposers/subcontractors to Review Team members for Neutrality Affidavit	10/06/2025	10	11
	10/16/2025		21
After SPD Review Above: Below Tasks Completed Concurrently within 30 Calendar Days Total			
Review Team members returned completed Neutrality Affidavit/ to SPD	10/08/2025	3*	2*
	10/09/2025		3*
	10/20/2025		3*
CAO provided opinion to SPD	10/17/2025	30	17
After Above Tasks Completed, Conduct Scoring Meeting(s)**			
Scoring meeting	11/03/2025	30	14

* All numbers listed are calendar days except when marked with an asterisk are business days.

**Scoring to be scheduled within 30 days from all required background checks, responsiveness and compliance reviews.

Note: One Review Team member was replaced. The alternate member was moved to a voting role and provided with the Neutrality Affidavit on the later date shown in the chart above.

Negotiations:

The Team recommends that the County enter into negotiations with the highest-ranking proposer DeLeon & DeLeon PA. The Review Team Coordinator and Christina Salinas-Cotter, Assistant Director from HCD will participate in the negotiations. Technical and operational assistance and feedback may be requested from appropriate staff as needed during the negotiation process.

Copies of the score sheets are attached for each Team member, as well as a composite score sheet. Your approval of the Team recommendation is requested.

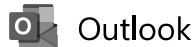
Approved



Digitally signed by Namita Uppal
DN: cn=Namita Uppal, o=Miami
Dade County, ou=Chief
Procurement Officer,
email=uppaln@miamidade.gov,
c=US
Date: 2025.11.13 17:37:48 -05'00'

Namita Uppal, C.P.M.
Director and Chief Procurement Officer

Date



Outlook

RE: Request for Responsiveness Determination for EVN0025021, Private Attorney Services

From Smith, Terrence (CAO) <Terrence.Smith@miamidade.gov>

Date Fri 10/17/2025 12:53 PM

To Bethel, Pearl (SPD) <Pearl.Bethel@miamidade.gov>

Cc Valcour, Patricia (SPD) <Patricia.Valcour@miamidade.gov>; Gonzalez, Eduardo (CAO) <EduardoCAO.Gonzalez@miamidade.gov>; Harpaul-Yapp, Karla (CAO) <Karla.Harpaul@miamidade.gov>; Gamboa, Elizabel (CAO) <Elizabel.Gamboa@miamidade.gov>; Nelson, Lashika (CAO) <Lashika.Nelson@miamidade.gov>

2 attachments (8 MB)

Re: Miami-Dade County: EVN0025021, Private Attorney Services; RE: Miami-Dade County: EVN0025021, Private Attorney Services;

Hi Pearl:

As discussed, you can proceed with Cava, but the other firm, Saturne, is nonresponsive since they are not licensed as of the date of the proposal deadline admitted to practice in the Southern District of Florida.

Terrence A. Smith
Assistant County Attorney
Miami-Dade County Attorney's Office
111 N.W. 1st Street, Suite 2810
Miami, Florida 33128
Tel: (305) 375-1322
Cell: (786) 620-9237
Fax: (305) 375-5634
Email: Terrence.Smith@miamidade.gov
Assistant: Elizabel Gamboa
Tel: (305) 375-3770
Email: Elizabel.Gamboa@miamidade.gov
Assistant: Lashika Nelson
Tel: (305) 375-4319
Email: Lashika.Nelson@miamidade.gov

From: Valcour, Patricia (SPD) <Patricia.Valcour@miamidade.gov>

Sent: Friday, October 17, 2025 12:31 PM

To: Smith, Terrence (CAO) <Terrence.Smith@miamidade.gov>

Cc: Bethel, Pearl (SPD) <Pearl.Bethel@miamidade.gov>

Subject: Re: Request for Responsiveness Determination for EVN0025021, Private Attorney Services

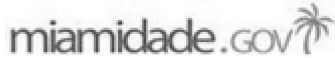
Good afternoon Terrence,

Attached are the responses received from both proposers, Cava Law, LLC's (Cava) and Saturne Law, PLLC's (Saturne).

Please review and advise if they meet the necessary requirements to proceed to the evaluation stage.

Regards,

Patricia Valcour, MPA, CPPB, FCCM | Procurement Contracting Officer
Miami- Dade County | Strategic Procurement Department
111 NW 1 Street | Miami, FL 33128 | Floor 13
<http://www.miamidade.gov/procurement>



Miami-Dade County is a public entity subject to Chapter 119 of the Florida Statutes concerning public records. Email messages are covered under such laws and thus subject to disclosure.

From: Smith, Terrence (CAO) <Terrence.Smith@miamidade.gov>
Sent: Wednesday, October 15, 2025 12:09 PM
To: Valcour, Patricia (SPD) <Patricia.Valcour@miamidade.gov>
Cc: Bethel, Pearl (SPD) <Pearl.Bethel@miamidade.gov>; Gonzalez, Eduardo (CAO) <EduardoCAO.Gonzalez@miamidade.gov>; Harpaul-Yapp, Karla (CAO) <Karla.Harpaul@miamidade.gov>; Gamboa, Elizabel (CAO) <Elizabel.Gamboa@miamidade.gov>; Nelson, Lashika (CAO) <Lashika.Nelson@miamidade.gov>
Subject: RE: Request for Responsiveness Determination for EVN0025021, Private Attorney Services

Good afternoon, Patricia:

You have asked our office to opine on whether two proposers, Cava Law, LLC's (Cava) and Saturne Law, PLLC's (Saturne) proposals are responsive to a Request For Proposal, specifically, RFP No. EVN0025021– Private Attorney Services (RFP), because they did not submit evidence that they are licensed to practice in bankruptcy court as required by the RFP. I note that the services sought by the RFP is for an attorney or firm that can represent the County, through Housing and Community Development, in eviction matters associated with the County's public housing program.

Specifically, the RFP states the minimum qualification requirements, among others, are that: (a) a Proposer or personnel of the Proposer must be able to practice in federal bankruptcy court in the Southern District of Florida, as evidenced by a notarized statement that Proposer's key personnel or subcontracted personnel can practice in federal bankruptcy court in the Southern District of Florida, Miami Division.; and (b) Bankruptcy Specialist must provide proof of a degree in legal studies or related field and must have completed an education program approved by the American Bar Association. You indicate that Cava and Saturne did not submit the notarized statement or proof of degree in legal studies or related field.

It is worthy to note that in order to practice in bankruptcy court, Local Rule 2090-1, each attorney is required to: (a) be a member of the Bar of the United States District Court for the Southern District of Florida under the Special Rules Governing the Admission and Practice of Attorneys in the District Court; (b) read and remain familiar with these rules, administrative orders, the Federal Rules of Bankruptcy Procedure, the Federal Rules of Civil Procedure, the Federal Rules of Evidence, The Florida Bar's Rules of Professional Conduct, and the Bankruptcy Code; and (3) earn at least 12 credit hours by (i) attending or participating in Florida Bar CLE courses related to the subject area of "Bankruptcy Law" during each attorney's Florida Bar three-year CLE reporting requirement; and/or (ii) performing eligible pro bono legal services for clients unable to afford counsel.

According to HUD's Procurement Handbook for Public Housing Agencies:

Minor Informalities. The Contracting Officer may waive minor informalities or allow the bidder to correct them. Minor informalities are matters of form rather than substance. They are insignificant mistakes that can be waived or corrected without prejudice to the other bidders and have little or no effect on price, quantity, quality, delivery, or contractual conditions. Examples include failure to: return the number of signed bids required by the bid package; sign the bid, provided that the unsigned bid is accompanied by other documents indicating the bidder's intent to be bound (e.g., a signed cover letter or a bid guarantee); complete one or more certifications; or acknowledge receipt of an amendment or addendum, provided that it is clear from the bid that the bidder received the amendment/addendum and intended to be bound by its terms, or the amendment/addendum had a negligible effect on price, quantity, quality, or delivery.

It is my opinion that the failure of both proposers to submit the notarized statement and other evidence that they are licensed to practice in bankruptcy court is a minor informality that can be corrected without prejudice to the other bidders and have little or no effect on price. Accordingly, you may ask the proposers to submit the notarized statement and other evidence required by the RFP. However, both proposers must show proof that they were licensed to practice in bankruptcy at the time of or before the they submitted their proposals. In other words, they cannot correct the deficiency after they submitted their proposal.

Please let me know if you have any questions.

RFP No. EVN0025021
TITLE: Private Attorney Services
EVALUATION OF PROPOSALS

COMPOSITE

EVALUATION CRITERIA	PROPOSERS		CAVA LAW, LLC	DELEON & DELEON PA
	Maximum Points Per Member	Maximum Total Points (3_members)		
Proposer's relevant experience, qualifications, and past performance and past performance in providing the type of services described in this Solicitation.	30	90	50	89
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.	25	75	40	75
Proposer's approach to providing the services requested in this Solicitation.	25	75	45	71
Total Technical Points	80	240	135	235
Selection Factor-Not Applicable <i>(10% of the Total Technical Points)</i>				
Total <i>(Technical & Selection Factor)</i>	80	240	135	235
Price Points	20	60	27	59
TOTAL POINTS	100	300	162	294
Ranking per Group			2	1

Coordinator Signature: *Patricia Valcour*

Print Name: Patricia Valcour

Date: 11/03/2025

Reviewer: *Stacy-ann Brown*

Print Name: Stacy-ann Brown

Date: 11/03/2025

**RFP No. EVN0025021
TITLE: Private Attorney Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER NAME: Phyllis Tynes-Saunders

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CAVA LAW, LLC	DELEON & DELEON PA
Proposer's relevant experience, qualifications, and past performance and past performance in providing the type of services described in this Solicitation.		30	15	30
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.		25	13	25
Proposer's approach to providing the services requested in this Solicitation.		25	13	25
Total Technical Points		80	41	80
Price Points		20	9	20
TOTAL POINTS		100	50	100

RFP No. EVN0025021
 TITLE: Private Attorney Services
 EVALUATION OF PROPOSALS

COMMITTEE MEMBER NAME: Christina Salinas-Cotter

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CAVA LAW, LLC	DELEON & DELEON PA
Proposer's relevant experience, qualifications, and past performance and past performance in providing the type of services described in this Solicitation.		30	20	29
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.		25	15	25
Proposer's approach to providing the services requested in this Solicitation.		25	20	23
Total Technical Points		80	55	77
Price Points		20	13	19
TOTAL POINTS		100	68	96

**RFP No. EVN0025021
TITLE: Private Attorney Services
EVALUATION OF PROPOSALS**

COMMITTEE MEMBER NAME: Audwyn Francis

EVALUATION CRITERIA	PROPOSERS	Maximum Points	CAVA LAW, LLC	DELEON & DELEON PA
Proposer's relevant experience, qualifications, and past performance and past performance in providing the type of services described in this Solicitation.		30	15	30
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.		25	12	25
Proposer's approach to providing the services requested in this Solicitation.		25	12	23
Total Technical Points		80	39	78
Price Points		20	5	20
TOTAL POINTS		100	44	98



MEMORANDUM
(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: March 3, 2026

FROM: 
Cliff Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(P)(6)

Please note any items checked.

- _____ **“3-Day Rule” for committees applicable if raised**
- _____ **6 weeks required between first reading and public hearing**
- _____ **4 weeks notification to municipal officials required prior to public hearing**
- _____ **Decreases revenues or increases expenditures without balancing budget**
- _____ **Budget required**
- _____ **Statement of fiscal impact required**
- _____ **Statement of social equity required**
- _____ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- _____ **No committee review**
- _____ **Applicable legislation requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3) (h) or (4)(c) ____, CDMP 9 vote requirement per 2-116.1(4)(c) (2) ____)** to approve
- _____ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(P)(6)
3-3-26

RESOLUTION NO. _____ R-177-26

RESOLUTION APPROVING AWARD OF CONTRACT NO. EVN0025021, PRIVATE ATTORNEY SERVICES, TO DELEON & DELEON, P.A. IN THE AMOUNT OF \$2,000,000.00 FOR AN INITIAL FIVE-YEAR TERM FOR HOUSING AND COMMUNITY DEVELOPMENT DEPARTMENT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXERCISE ALL PROVISIONS OF THE CONTRACT, INCLUDING ANY CANCELLATION OR EXTENSIONS, PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA AND IMPLEMENTING ORDER 3-38

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. This Board approves award of Contract No. EVN0025021, Private Attorney Services, in substantially the form attached and made a part hereof, to DeLeon & DeLeon, P.A. in the amount of \$2,000,000.00 for an initial five-year term for Housing and Community Development Department.

Section 2. This Board authorizes the County Mayor or County Mayor's designee to exercise all provisions of the contract, including any cancellation or extensions, pursuant to section 2-8.1 of the Code of Miami-Dade County, Florida and Implementing Order 3-38.

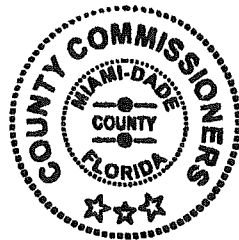
The foregoing resolution was offered by Commissioner **Marleine Bastien**, who moved its adoption. The motion was seconded by Commissioner **Natalie Milian Orbis** and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	aye		
Kionne L. McGhee, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Sen. René García	aye	Oliver G. Gilbert, III	aye
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Vicki L. Lopez	aye
Natalie Milian Orbis	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 3rd day of March, 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
 BY ITS BOARD OF
 COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK



By: Basia Pruna
 Deputy Clerk

Approved by County Attorney as
 to form and legal sufficiency.

Terrence A. Smith

THIS AGREEMENT for the provision of Private Attorney Services, made and entered into as of this ___ day of _____ by and between De Leon & De Leon, P.A. , a corporation organized and existing under the laws of the State of Florida having its principal office at 28 West Flagler Street, #1200C, Miami, FL 33130 (the "Contractor"), and Miami-Dade County, a political subdivision of the State of Florida, having its principal office at 111 NW 1st Street, Miami, Florida 33128 (the "County") (collectively, the "Parties").

WITNESSETH:

WHEREAS, the Contractor has offered to provide private attorney services, on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County's Request for Proposal ("RFP") No. EVN0025021 and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated September 25, 2025 (the "Contractor's Proposal") which is incorporated herein by reference; and

WHEREAS, the County desires to procure from the Contractor such private attorney services for the County, in accordance with the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the Parties hereto agree as follows:

ARTICLE 1. DEFINITIONS

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

- a) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- b) The word "Contract" or "Agreement" to mean collectively the (i) Articles, (ii) Scope of Services, (iii) Price Schedule, (iv) all other appendices and attachments hereto, and (v) all amendments issued hereto, and Contractor's Proposal.
- c) The words "Contract Manager" to mean the Chief Procurement Officer, Strategic Procurement Department, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean De Leon & De Leon, P.A. and its permitted successors.
- e) The word "Days" to mean calendar days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "Developed Works" to mean all rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its Subcontractors specifically for the County.
- h) The words "Project Manager" to mean the County Mayor or the duly authorized representative designated to manage the Project.
- i) The words "Scope of Services" to mean the document appended hereto as Appendix A, which details the Work to be performed

by the Contractor.

- j) The words "Service" or "Services" to mean the provision of the services in accordance with the Scope of Services.
- k) The word "Subcontractor" or "Subconsultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- l) The word "Work" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) Articles 1 through 47 including the Addendum to Private Attorney Services Contract, 2) Appendix A, Scope of Services, 3) Appendix B- Form 1-Price Schedule, and 4) Miami-Dade County's RFP No. EVN0025021 and any associated addenda and attachments thereof, and 5) the Contractor's Proposal.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

- a) This Agreement, including, but not limited to, the Addendum to this Private Attorney Services Agreement, attached hereto and incorporated herein by reference, incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The Parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the Parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by the Parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services and render full and prompt cooperation with the

County in all aspects of the Work performed hereunder.

- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work necessary for the completion of this Contract. All Work shall be accomplished at the direction of and to the satisfaction of the Project Manager.
- e) The Contractor acknowledges that the County shall make all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor shall implement all changes in providing services hereunder as a result of a policy change implemented by the County. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the County with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the 60th month, thereafter. The County, at its sole discretion, may renew this Contract for one (1) additional five (5) year period. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the County and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) courier service personally; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via facsimile or e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the County

- a) to the Project Manager:

Miami-Dade County Housing and Community Development Department
 Attention: Christina Salinas Cotter
 Address: 701 NW 1st Court Miami, FL 33128
 Phone: (786)469-4246
 E-mail: christina.salinas@miamidade.gov

and

- b) to the Contract Manager:

Miami-Dade County
 Strategic Procurement Department

Attention: Chief Procurement Officer
Address: 111 NW 1st Street, Suite 1300
Miami, FL 33128-1974
Phone: (305) 375-4900
E-mail: cpo@miamidadegov

(2) To the Contractor

Contractor Name:

De Leon & De Leon P.A.
Attention: Neil A. De Leon
Address: 28 West Flagler Street,
Suite 1200C Miami, FL 33130
Phone: (305) 374-5494
E-mail: NAD@DELIONDELEON.COM

Either party may at any time designate a different address and/or contact person by giving notice as provided above to the other party. Such notices shall be deemed given upon receipt by the addressee.

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

The Contractor warrants that it has reviewed the County's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work to be performed under this Contract. The compensation for all Work performed under this Contract, including all costs associated with such Work, shall be paid in accordance with Appendix B-Form 1-Price Schedule. The County shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the County and the Contractor.

All Work undertaken by the Contractor before County's approval of this Contract shall be at the Contractor's risk and expense.

ARTICLE 8. PRICING

Prices shall remain fixed and firm for the initial five-year term of the Contract including any extensions thereof, pursuant to Appendix B-Form 1-Price Schedule. The rates for the option to renew period will be negotiated; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B-Form 1-Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive

payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the

County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

In accordance with Miami-Dade County Implementing Order No. 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted electronically or in hard copy format by the Contractor to the County as follows:

- Electronic submission (preferred) to invsubp@miamidade.gov; or
- Hard copy format mailed to:
Miami-Dade County, Finance Shared Services
111 NW 1st Street, 26 Floor
Miami, Florida 33128

Invoice shall include a Bill to Address, which is the County department being invoiced for the services.

Bill to: Housing & Community Development
Accounts Payable Section
701 NW 1st Court, 16th Floor
Miami, FL 33136-3914

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

The Contractor shall indemnify, defend 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 Contractor or its employees, agents, servants, partners, principals or Subcontractors. The Contractor 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. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor 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.

Upon County's notification, the Contractor shall furnish to the Strategic Procurement Department, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

1. Worker's Compensation Insurance for all employees of the Contractor as required by Chapter 440, Florida Statutes.

2. Commercial General Liability Insurance for \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **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, in an amount not less than \$1,000,000 combined single limit.
4. Professional Liability Insurance for \$1,000,000 per occurrence and \$2,000,000 in the aggregate covering claims arising out of the rendering or failure to render professional services or provision of products.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "**A-**" as to management, and no less than "**Class VII**" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are a member of the Florida Guaranty Fund.

The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:

**Miami-Dade County
111 NW 1st Street
Suite 2340
Miami, Florida 33128-1974**

Compliance with the foregoing requirements shall not relieve the Contractor of this liability and obligation under this section or under any other section in this Agreement.

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

The Contractor shall assure that the certificate of insurance required in conjunction with this section remain in full force for the term of the Contract, including any renewal or extension periods that may be exercised by the County. If the certificate of insurance is scheduled to expire during the term of the Contract, the Contractor shall submit new or renewed certificate of insurance to the County before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the County may suspend the Contract until the new or renewed certificate is/are received by the County in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Contract for cause and the Contractor shall be responsible for all direct and indirect costs associated with such termination.

ARTICLE 11. MANNER OF PERFORMANCE

- a) The Contractor shall provide the Work described herein in a competent and professional manner satisfactory to the County in

accordance with the terms and conditions of this Agreement. The County shall be entitled to a satisfactory performance of all Work described herein and to full and prompt cooperation by the Contractor in all aspects of the Work. At the request of the County, the Contractor shall promptly remove from the Project any Contractor's employee, Subcontractor, or any other person performing Work hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

- b) The Contractor agrees to defend, hold harmless and indemnify the County and shall be liable and responsible for all claims, suits, actions, damages, and costs (including attorneys' fees and court costs) made against the County, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing Services hereunder at the behest of the County. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and/or demotion of such Contractor's personnel.
- c) The Contractor always agrees that it will employ, maintain, and assign to the performance of the Work a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any of its personnel if so, directed upon reasonable request from the County, should the County make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Work described herein, in a competent and professional manner.
- e) The Contractor shall always cooperate with the County and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Work.
- f) The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the County. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on County property is not in the best interest of the County. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Contractor is, and shall be, in the performance of all Work and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the Work performed or Services provided pursuant to this Agreement shall always, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the Work, and in all respects the Contractor's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees and agents of the County.

The Contractor does not have the power or authority to bind the County in any promise, agreement, or representation other than specifically provided for in this Agreement.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

- a) The Contractor hereby acknowledges that the Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including

without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.

- b) The Contractor shall be bound by all determinations or orders and shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order and regardless of whether the Contractor agrees with the Project Manager's determination or order. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. **Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.**
- d) In the event of such dispute, the Parties authorize the County Mayor or designee, who may not be the Project Manager or anyone associated with this Project, acting personally, to decide all questions arising out of, under, or in connection with, or in any way related to or on account of the Agreement (including but not limited to claims in the nature of breach of contract, fraud or misrepresentation arising either before or subsequent to execution hereof) and the decision of each with respect to matters within the County Mayor's purview as set forth above shall be conclusive, final and binding on the Parties. Any such dispute shall be brought, if at all, before the County Mayor within ten (10) days of the occurrence, event or act out of which the dispute arises.
- e) The County Mayor may base this decision on such assistance as may be desirable, including advice of experts, but in any event shall base the decision on an independent and objective determination of whether Contractor's performance or any Deliverable meets the requirements of this Agreement and any specifications with respect thereto set forth herein. The effect of any decision shall not be impaired or waived by any negotiations or settlements or offers made in connection with the dispute, whether or not the County Mayor participated therein, or by any prior decision of others, which prior decision shall be deemed subject to review, or by any termination or cancellation of the Agreement. All such disputes shall be submitted in writing by the Contractor to the County Mayor for a decision, together with all evidence and other pertinent information regarding such questions, in order that a fair and impartial decision may be made. Whenever the County Mayor is entitled to exercise discretion or judgement or to make a determination or form an opinion pursuant to the provisions of this Article, such action shall be fair and impartial when exercised or taken. The County Mayor, as appropriate, shall render a decision in writing and deliver a copy of the same to the Contractor. Except as such remedies may be limited or waived elsewhere in the Agreement, Contractor reserves the right to pursue any remedies available under law after exhausting the provisions of this Article.
- f) This Article will survive the termination or expiration of this Agreement.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the Parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of the Parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the County may, at its expense, elect to participate in the defense if the County should so choose. Furthermore, the County may at its own expense defend or

settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for such defense or settlement costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

The Contractor shall maintain, and shall require that its Subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Agreement. The Contractor and its Subcontractors and suppliers shall retain such records, and all other documents relevant to the Work furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

ARTICLE 17. AUDITS

The County, or its duly authorized representatives and governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its Subcontractors and suppliers which apply to all matters of the County. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

In the event the Contractor needs to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution. However, such substitution shall not become effective until the County has approved said substitution.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the County.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor causes any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts, omissions, and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The Services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the Work, will state in writing to the County the name of the proposed Subcontractor, the portion of the Work which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the County.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Work to be performed. Such Work performed by such Subcontractor will strictly comply with the requirements of this Contract.

- d) In order to qualify as a Subcontractor satisfactory to the County, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Work in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County that it has satisfactorily performed Work of the same general type which is required to be performed under this Agreement.
- e) The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the Subcontractor will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the County's proprietary and confidential information. Contractor shall furnish to the County copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County in the event the County finds the Contractor in breach of this Contract, permitting the County to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the County to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any Subcontractor hereunder as more fully described herein.

ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the County were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the County makes no representations or guarantees; and the County shall not be responsible for the accuracy of the assumptions presented; and the County shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor. The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a) This Agreement may be terminated for cause by the County for reasons including, but not limited to, (i) the Contractor commits an Event of Default (as defined below in ARTICLE 24) and fails to cure said Event of Default (as delineated below in ARTICLE 25), or (ii) Contractor attempts to meet its contractual obligations to the County through fraud, misrepresentation, or material misstatement.
- b) This Agreement may also be terminated for convenience by the County. Termination for convenience is effective on the termination date stated in the written notice provided by the County.
- c) If County terminates this Agreement for cause under ARTICLE 23(a) above, the County may, in its sole discretion, also terminate or cancel any other contract(s) that such individual or corporation or other entity has with the County and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees.
- d) The foregoing notwithstanding, if the Contractor attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement, the Contractor may be debarred from County contracting in accordance with the County debarment procedures. The Contractor may be subject to debarment for failure to perform and all other reasons set forth in Section 10-38 of the Code.

- e) In the event that the County exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the County:
- i. stop Work on the date specified in the notice (the "Effective Termination Date");
 - ii. take such action as may be necessary for the protection and preservation of the County's materials and property;
 - iii. cancel orders;
 - iv. assign to the County and deliver to any location designated by the County any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
 - v. take no action which will increase the amounts payable by the County under this Agreement; and
 - vi. reimburse the County a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B-Form 1-Price Schedule.
- f) In the event that the County exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
 - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the County may terminate this Agreement, and the County or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;

- vii. the Contractor has failed in the representation of any warranties stated herein; or
 - viii. the Contractor fails to comply with ARTICLE 39.
- b) When, in the opinion of the County, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Work or any portion thereof, the County may request that the Contractor, within the timeframe set forth in the County's request, provide adequate assurances to the County, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the County receives such assurances, the County may request an adjustment to the compensation received by the Contractor for portions of the Work which the Contractor has not performed. In the event that the Contractor fails to provide to the County the requested assurances within the prescribed timeframe, the County may:
- i. treat such failure as a repudiation and/or material breach of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the County, the County shall notify the Contractor (the "Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the County may be terminated. Notwithstanding, the County may, in its sole discretion, allow the Contractor to rectify the default to the County's reasonable satisfaction within a thirty (30) day period. The County may grant an additional period of such duration as the County shall deem appropriate without waiver of any of the County's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the County prescribes. The Default Notice shall specify the date the Contractor shall discontinue the Work upon the Effective Termination Date.

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, whether or not the County elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all damages resulting from the default, including but not limited to:

- a) lost revenues;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The County may also bring any suit or proceeding for specific performance or for an injunction.

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.

- c) The Contractor shall be liable and responsible for any and all claims made against the County for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the County's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the County and defend any action brought against the County with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the County hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the County's option to (i) modify, or require that the applicable Subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the County, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the County whether a prospective supplier or Subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and Subcontractors at the Contractor's own risk. The County may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the County's judgment, use thereof would delay the Work or be unlawful.

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the County in connection with the Services performed under this Agreement, made or developed by the Contractor or its Subcontractors in the course of the performance of such Services, or the results of such Services, or for which the County holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the County, be used by the Contractor or its employees, agents, Subcontractors or suppliers for any purpose other than for the benefit of the County, unless required by law. In addition to the foregoing, all County employee information and County financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, Subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the County. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the County, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, Subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the County in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or Subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) In the event of a breach of this Article damages may not be an adequate remedy and the County shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the County, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the County all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, Subcontractors, or suppliers without the prior written consent of the County. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of the public records laws of the State of Florida (the "Public Records Law").

The Contractor acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used, or is using, is holding for use, or which are otherwise in the possession of the County (the "Computer Software"). All third-party license agreements must also be honored by the Contractor and its employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers, and all information technology software.

The Contractor will report to the County any information discovered, or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the County's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Contractor hereunder or furnished by the Contractor to the County and/or created by the Contractor for delivery to the County, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, Subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the County, use such documentation on any other project in which the Contractor or its employees, agents, Subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.
- b) All Developed Works shall become the property of the County.
- c) Accordingly, neither the Contractor nor its employees, agents, Subcontractors, or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, Subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Contractor's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its Subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its Subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

a) Supplier/Vendor Registration

The Contractor shall be a registered vendor with the County – Strategic Procurement Department, for the duration of this Agreement. In becoming a registered vendor with Miami-Dade County, the vendor's Federal Employer Identification Number (FEIN) must be provided, via submission of Form W-9 and 147c Letter, as required by the Internal Revenue Service (IRS). If no FEIN exists, the Social Security Number of the owner must be provided as the legal entity identifier. This number becomes Contractor's "County Vendor Number." To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:

- **Identification of individual account records**
- **Payments to individual/Contractor for goods and services provided to Miami-Dade County**
- **Tax reporting purposes**
- **Provision of unique identifier in the vendor database used for searching and sorting departmental records**

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>.

b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first obtain and submit a written conflict of interest opinion from the County's Ethics Commission prior to the official, agency/board member or employee, or his or her immediate family member entering into any contract or transacting any business with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business transaction entered in violation of these subsections, as amended, shall be rendered voidable. All County officials, autonomous personnel, quasi-judicial personnel, advisory personnel, and employees wishing to do business with the County are hereby advised they must comply with the applicable provisions of Section 2-11.1 of the Conflict of Interest and Code of Ethics Ordinance.

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order No. 3-20, the County has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Contractor shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Contractor or any third party.

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts.

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. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited

to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor'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 from and with 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.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

As applicable, Contractor shall comply, subject to applicable professional standards, with the provisions of all applicable federal, state and the County orders, statutes, ordinances, rules and regulations which may pertain to the Services required under this Agreement, including, but not limited to:

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3, as amended.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- g) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- i) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- j) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- k) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- l) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- m) Any other laws prohibiting wage rate discrimination based on sex.
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- p) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance

with, and will continue to comply with, the provisions of items "j" through "o" above.

The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the County or Contractor for failure to obtain and maintain required licenses, certifications, permits and/or inspections shall be borne by the Contractor. The Project Manager shall verify the certification(s), license(s), and permit(s) for the Contractor prior to authorizing Work and as needed.

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter

standard shall apply.

- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the County's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Under no circumstances shall the Contractor without the express written consent of the County:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the County, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the County. Such approval may be withheld if for any reason the County believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Work to be performed hereunder except upon prior written approval and instruction of the County; and
- c) Except as may be required by law, the Contractor and its employees, agents, Subcontractors, and suppliers will not represent, directly or indirectly, that any Work, Deliverables or Services provided by the Contractor or such parties has been approved or endorsed by the County.

ARTICLE 37. BANKRUPTCY

The County may terminate this Contract, if, during the term of any contract the Contractor has with the County, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

ARTICLE 38. GOVERNING LAW

This Contract, including appendices, and all matters relating to this Contract (whether in contract, statute, tort (such as negligence), or otherwise) shall be governed by, and construed in accordance with, the laws of the State of Florida. Venue shall be in Miami-Dade County.

ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP)

The User Access Program is not applicable to this contract.

ARTICLE 40. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

No member, officer, or employee of the County, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the Project was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Project, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

ARTICLE 41. FORCE MAJEURE

Under applicable law, force majeure shall refer to an act of nature (such as, but not limited to, a hurricane, flood, and/or earthquake), war, terrorism, riot, sovereign conduct, strikes, lockouts, fires, epidemics and/or pandemic, adverse governmental conditions or conduct of third parties.

Neither the County nor the Contractor shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Project Manager of the other party. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to County operations. The County maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida (“CSSF”), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the County to fill a minimum of fifty percent (50%) of its employment needs under the County contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

ARTICLE 43. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

The Contractor shall comply with the Public Records Laws, including but not limited to, (1) keeping and maintaining all public records that ordinarily and necessarily would be required by the County in order to perform the service; (2) providing the public with access to public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law; (3) ensuring that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law; and (4) meeting all requirements for retaining public records and transferring, at no cost, to the County all public records in possession of the Contractor upon termination of the Contract and destroying any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements upon such transfer. In addition, all records stored electronically must be provided to the County in a format that is compatible with the information technology systems of the County. Failure to meet any of these provisions or to comply with Florida’s Public Records Laws as applicable shall be a material breach of this Agreement and shall be enforced in accordance with the terms and conditions of the Agreement.

IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (305) 375-5773, ISD-VSS@MIAMIDADE.GOV, 111 NW 1st STREET, SUITE 1300, MIAMI, FLORIDA 33128.

ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION

Not applicable.

ARTICLE 45. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

By entering into this Contract, the Contractor and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled “Employment Eligibility.” The Contractor affirms that (a) it has registered and uses the U.S. Department of Homeland Security’s E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required all Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract. Registration information is available at: (<http://www.uscis.gov/e-verify>)

If County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Contractor agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Contractor shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Contractor has otherwise complied with its requirements under those statutes, then Contractor agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

ARTICLE 46. KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Contractor providing an affidavit that it does not use coercion for labor or services. This attestation by the Contractor shall be in the form attached to the Solicitation as the Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit") and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Contractor violates Section 787.06, F.S., during the term of this Contract, even if the Contractor was not in violation at the time it submitted its Affidavit.

ARTICLE 47. SURVIVAL

The Parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the County under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration thereof, shall survive termination, cancellation or expiration hereof.

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Miami-Dade County

By: Neil A. DeLeon
 (Signature)
 Name: Neil A. DeLeon
 Title: President
 Date: 12-18-2025
 Attest: Kirk D. DeLeon
 Corporate Officer

By: _____
 (Signature)for
 Name: Daniella Levine Cava
 Title: Mayor
 Date: _____
 Attest: Juan Fernandez-Barquin
 Clerk of the Court and Comptroller
 By: _____
 (Deputy Clerk Signature)

Print Name: _____

Approved as to form
and legal sufficiency

Assistant County Attorney

ADDENDUM TO PRIVATE ATTORNEY SERVICES CONTRACT

1. The Miami-Dade County (herein after “PHA”) and De Leon and De Leon PA, the Legal Service Personnel (LSP), engaged to provide professional legal services to the PHA in connection with private attorney services to pursue evictions against residents for criminal activity, drug activity, violent or destructive behavior, non-payment of rent and/or any other violations of their lease, agree that the provisions of this Addendum to the Private Attorney Services Agreement are hereby incorporated into the Agreement as if they had been set forth at length therein.
2. During the pendency of the legal services engagement, LSP shall not, without HUD approval, represent any officer or employee of PHA, in her/his individual capacity, in connection with potential civil liability or criminal conduct issues related to PHA operations.
3. LSP has an obligation not to, and shall not, interfere with, disrupt, or inappropriately delay or hinder any authorized monitoring, review, audit, or investigative activity of HUD (including the Office of Inspector General), the General Accounting Office (GAO), or the officers and employees of HUD and GAO. Any and all representation by LSP cannot be inconsistent with the foregoing obligation. Specifically, LSP shall not deny access to HUD, GAO, or the officers and employees of HUD and GAO, to PHA records in response to document demands by HUD, GAO, or the officers and employees of HUD and GAO, notwithstanding possible discovery privileges that would otherwise be available to PHA. HUD requires PHAs to provide HUD, GAO, or the officers and agents of HUD and GAO, with “full and free” access to all their books, documents, papers and records. **See 2 CFR 85.42 (e)(1).**
4. PHA and LSP shall make available for inspection and copying, by HUD (including the Office of Inspector General), GAO, and the officers and employees of HUD and GAO, all invoices, detailed billing statements, and evidence of payment thereof relating to LSP’s engagement. Such records constitute “PHA records” and are subject to section 3, above.
5. If HUD or PHA determines that LSP is violating any provision of this Addendum to the Agreement, it shall timely notify LSP of such violation. LSP will have 48 hours following its receipt of the notice of violation to cease and desist from further violation of the addendum. If LSP fails to adequately cure the noticed violation within 48 hours: (A) HUD, in its discretion, may demand that PHA terminate the professional legal services engagement for breach, or, henceforth, satisfy all costs associated with the engagement with non-Federal funds; and/or (B) PHA, in its discretion, may terminate the professional legal services engagement for breach. Additionally, HUD may sanction LSP pursuant to **24 CFR Part 24**.
6. Should any part, term, or provision of this Addendum to the Agreement be declared or determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected.

APPENDIX A- SCOPE OF SERVICES

Background

Miami-Dade County, hereinafter referred to as the "County," as represented by the Housing and Community Development (hereinafter "HCD") Department owns and operates approximately 9,200 units of public housing in Miami-Dade County. The primary mission of the public housing program is to provide decent, safe, and sanitary housing to extremely low-income families, the elderly, and the disabled.

The County relies on two income sources to operate its public housing: a) subsidies from United States Department of Housing and Urban Development (HUD), and b) rent collected from the public housing residents. In exchange for accepting the subsidy from HUD, the County agrees to operate its public housing pursuant to a complex set of regulations. The intent of these regulations is to ensure that the County provides decent, safe, and sanitary housing, and that residents are treated in a fair and equitable manner. In order to maintain decent, safe, and sanitary housing for all residents and meet its obligation as a landlord, it is sometimes necessary for the County to evict residents. Evictions are typically pursued against residents for criminal activity, drug activity, violent or destructive behavior, non-payment of rent and/or any other violations of their lease. The County pursues evictions in accordance with the federal laws and regulations governing the public housing program, Chapter 83, Florida Statutes (Landlord/Tenant Act), the County's adopted Admissions and Continued Occupancy Policy, and the public housing lease. The County is committed to effectuating the purpose of the "One Strike and You're Out" Policy which has been upheld by the U.S. Supreme Court.

The County makes every effort to resolve lease violations with residents. If it is necessary to evict, residents are afforded ample due process protection, which includes the following:

- a. The resident is provided with a mailed or hand-delivered notice, identifying the specific reasons why he or she is being considered for eviction.
- b. The resident can request a grievance hearing in front of a panel (Grievance Board) of three uninterested persons to review the decision to evict. Whatever decision is made by the Grievance Board is binding on the County.
- c. If the matter cannot be resolved, an eviction is filed in County Court where the resident has the opportunity to file an answer and defend against the eviction.

Minimum Qualification Requirement

The minimum qualification requirement for this Contract are:

- a. Contractor shall be a member in good standing and maintain that membership with the Florida Bar and the United States District Court for the Southern District of Florida.
- b. Contractor or personnel of the Contractor shall be able to practice in federal bankruptcy court in the Southern District of Florida.
- c. In lieu of b above, the Contractor may acquire the services of a bankruptcy specialist. The bankruptcy specialist shall have completed an educational program approved by the American Bar Association (ABA) and have an associate or bachelor's degree in legal studies or a related field.

Preferred Qualifications:

It is preferred that the bankruptcy specialist has:

- A legal background, such as a paralegal certificate or law degree.
- Experience working in a bankruptcy law firm or the court system.
- Relevant certifications, such as the Certified Bankruptcy Assistant (CBA) from the Association of Judicial Bankruptcy Assistants.
- Training in bankruptcy software, such as **Best Case**, **CINcompass**, or other similar tools.

The Contractor shall maintain the requirements throughout the term of the contract and any renewals/extensions thereof.

Services to be Provided

The Contractor shall:

- A. Remain current and be familiar with Florida's Landlord/Tenant Act, public housing laws and regulations, particularly laws and regulations regarding tenancy, evictions, grievance hearings and any other laws that may apply to each case.
- B. Remain current on recent case law developments and all changes in landlord-tenant law, public housing law, bankruptcy law, civil procedure, any other relevant laws, any and all HUD requirements and HCD Admissions and Continued Occupancy Policy and the lease requirements and procedures.
- C. Follow instructions of County designated staff, particularly Site Managers and Asset Management staff, in preparing and filing cases for eviction. The Contractor will also be required to consult from time to time with the County, and in some cases the County Attorney's Office (CAO) throughout the eviction process to determine how to proceed, what resolution is appropriate, whether to consider settlement, etc.
- D. Work with the CAO, when the CAO determines that it is in the best interest of the County to do so: either because a particular eviction action involves an important principle, legal or otherwise; or because the CAO is representing the County in an action that requires the cooperation of the Contractor.
- E. Assist County staff in the preparation of notices that are required to be sent prior to initiating an eviction.
- F. File eviction actions at the appropriate Court (primarily electronically through the Miami-Dade County Clerk of Courts, or United States District Court for the Southern District of Florida) and see these actions through appropriate resolution.
- G. Perform the following tasks, as applicable, in the eviction actions, as may be requested by the County:
 - 1) Move for default;
 - 2) Seek default final judgment;
 - 3) Defend the County when any cross claims or counterclaims are filed against it in any eviction action;
 - 4) Consult with Site Managers/Asset Management staff, and the CAO, if necessary, in the event that an eviction action results in an appeal or raises issues beyond the scope of the initial eviction action;
 - 5) Attend hearings, mediations, and depositions;
 - 6) Conduct discovery actions;
 - 7) Where appropriate, defend the County against unwarranted discovery requests;
 - 8) Attend pre-trial calendar, status conference and calendar call;
 - 9) Represent the County in bench or jury trial;
 - 10) Attend bankruptcy court proceedings in order to move to dismiss bankruptcies, move for relief from stay, assert any claims on behalf of the County, attend creditors meetings and confirmation hearings;
 - 11) Represent the County in adversary proceedings in bankruptcy court;
 - 12) Prepare and make all appropriate motions;
 - 13) Defend County in all motions; and
 - 14) Take all necessary action to properly represent the County in its eviction processes.
- H. Represent the County on grievance matters concerning evictions and other Public Housing client claims not resolved by HCD Asset Management staff.
- I. Provide monthly status reports by site, to site personnel and the Director of the HCD Asset Management division, consisting of a list of all current actions (eviction, bankruptcy, grievance, etc.) by Client name, Client Number and Case number; the status of each action and the cost for each case.
- J. Develop and present training to the County's Site Managers as requested, and after review by the CAO, on changes to landlord-tenant law and associated areas impacting Public Housing civil procedures with intent to improve case preparation and conclusion. Training shall also include advising Site Managers on what they need to file, when to file and the appropriate language that should be included in any letters submitted to tenants slated for potential and/or for eviction purposes that comply with all Federal Regulations and Florida Law.

Additional Services

The Contractor shall perform additional related services (related to the Scope of Services), as may be requested by the County upon receipt of a County approved request for quote. These additional services are unforeseen circumstances where HCD may need additional legal representation that is not covered within a regular eviction case, due to lease violations. For example, in the event an eviction case extends longer than the amount of time estimated, due to issues that HCD must handle through Children and Families Services, because of hoarder cases and evictions that can result with a tenant becoming homeless or evictions that may result in a fair housing claim against the County/HCD.

Optional Services

In the event the Contractor shall require any Court Reporting Services and/or Translator Services, these services shall be charged at cost, after written notification to the County within 2 business days of determining that services are required. The Contractor shall present all Court Reports and/or Translated Documents, to include invoices from the court reporting and/or translator providers to the County for billing/payment purposes.

Payment for filing Eviction Actions

The Contractor shall charge a Flat Rate for filing eviction related actions inclusive of all items as further detailed in items A, B and C below. Refer to Appendix B-Form 1, Price Schedule.

A. Non-Court Related Actions

Non-court related actions include consultation with County Staff; Grievance Board Consultation; reviewing termination notices, if necessary; reviewing eviction/resident file prior to filing of eviction action; drafting and executing any settlement agreement; writing letters on the County's behalf and photocopying charges, faxing, etc. The flat rate is inclusive of all fees and tasks deemed necessary to negotiate a resolution (settlement). If no settlement is reached, then no fees shall be assessed under the non-court related actions and the case shall be considered a court-related eviction action.

B. Court Related Actions

Court related actions include all In-Court and Out-of-Court appearances, preparation for court appearance, witness meetings, client consultations, settlement discussions, photocopying charges, faxing, etc., associated with filing eviction actions, mediations and hearings following mediation for nonpayment of rent eviction and lease violation/"for cause" eviction that includes the following:

- i. Pre-filing consultation (inclusive of reviewing eviction/resident file and reviewing termination notices, if necessary); assistance to the County in the preparation of the eviction notices; filing complaints, serving summons and complaints with the applicable court; continuous consultation with HCD staff on the eviction action; moving for, attending hearings and obtaining defaults and default final judgments when defendants do not comply with the rules of the court, including but not limited to the failure to deposit rent in court registry or responding to the complaint as prescribed by law; obtaining Writs of Possession; attending mediation with the County's Site Manager(s), and/or designee; obtaining closure of case, voluntary dismissals, any exhibit preparations; and for any hearing that may follow for non-payment of rent eviction and for lease violation "for cause" eviction, which includes preparing documents to disperse funds from the Court registry; reviewing language of court stipulation before execution and preparing documents to disperse funds from Court registry.
- ii. Filing eviction actions inclusive of all items to file bench trial and jury trial, defendant represented. In the instance that the Resident fails to comply with voluntary and/or court-ordered stipulations, the Site Manager will advise the Contractor, and the Contractor shall seek to pursue further eviction action against the tenant, including but not limited to seeking final judgment and Writ of Possession at no additional charge to the County. The flat rate is inclusive of all fees in the event that a hearing follows mediation for delinquent rent and/or lease violation and any other purposes deemed necessary to resolve the case.

C. Bankruptcy Proceedings

Bankruptcy proceedings include all court appearances, attendance at depositions, all preparation for court appearance, witness

meetings, client consultations, settlement discussions, assertion of any claims on behalf of the County, motion to dismiss bankruptcy, motion for relief from stay, motion opposing confirmation plans, filing proof of claim, attending creditors meetings, attending confirmation hearings, making any other necessary appearances in bankruptcy court and photo copying charges, faxing, etc.

APPENDIX B-FORM 1-PRICE SCHEDULE

a) **Filing Eviction Actions - Non-Court Related**

The Contractors flat rate for providing the non-court related services for filing eviction actions, as stated the Scope of Services. This flat rate includes all fees for the tasks deemed necessary to negotiate a resolution/settlement. If no settlement is reached, then this process shall rollover into the court related eviction actions in Section B below and no fees shall be applied under non court related actions.

Description	Price
Flat Rate for Non-Court Related Services	\$ 795.00

b) **Filing Eviction Actions - Court Related**

The Contractors flat rate for providing the court related services for filing eviction actions as stated in Scope of Services. This flat rate includes all in-court and out-of-court costs associated with filing eviction actions, mediations and hearings following mediation for nonpayment of rent eviction and lease violation/"for cause" eviction, in addition to all fees in the event that a hearing follows mediation for delinquent rent and/or lease violations and any other purposes deemed necessary to resolve the case.

Description	Price
Flat Rate for Court Related Services	\$ 995.00

c) **Bankruptcy Proceedings**

The Contractors flat rate price for providing bankruptcy proceeding services as stated in the Scope of Services. This flat rate includes all fees for the tasks deemed necessary to resolve the case.

Description	Price
Flat Rate for Bankruptcy Proceedings	\$ 595.00

d) **Additional Services**

The Contractors hourly rate for performing any additional related services pursuant to the Scope of Services. Additional Services, as may be requested by the County.

Description	Proposed Price
Additional Services	\$245.00 (Not to Exceed Price Per Hour)

e) **Optional Services**

If the Contractor requires any Court Reporting Services and/or Translator Services, pursuant to the Scope of Services, Optional Services, they will be charged at cost, after written notification to the County. The Contractor shall present all Court Reports and/or Translated Documents, to include invoices from the providers to the County for billing/payment purposes.

Notes:

1. The rates above in Sections A through D shall be fixed and firm for the initial 5-year contract term. The rates for the option to renew period will be negotiated.
2. Any extensions pursuant to Article 5 of the Agreement will be at the then current rates.
3. All out-of-pocket expenses, including employee travel, per diem and miscellaneous costs and fees are included in the Contractors price, as they will not be reimbursed separately by the County.
4. Compensation to the Contractor shall be based on Article 9, Method and Times of Payment, of the Agreement. The Contractor shall not exceed the fixed rates, stated above.
5. Notwithstanding the hourly rate in Section D above, the County reserves the right to negotiate the not-to-exceed price on a project-by-project basis, at the County's sole discretion.