AGREEMENT

THIS AGREEMENT is made and entered into as of August 29, 2024, by and between the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "NLCRA") having an address at c/o Miami-Dade County, Community Redevelopment and Economic Policy Division, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128 and **H.E.R.S. CONSULTING, LLC**, a Florida limited liability company (the "Consultant") having an address at 6805 West Commercial Boulevard, #1149, Tamarac, Florida 33319.

RECITALS

1. The NLCRA desires to engage the Consultant as the Executive Director of the NLCRA, as provided for in Section 163.356(3)(c), Florida Statutes.

2. At a duly noticed public meeting held on August 29, 2024, the NLCRA Board of Commissioners (the "Board") approved the engagement of the Consultant as the Executive Director as set forth in the Scope of Work (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. Recitals. The Recitals set forth above are true and correct and incorporated herein by this reference.

2. Appointment of Executive Director; General Intent.

1.1 Pursuant to Section 163.356(3)(c), Florida Statutes, the Board appointed the Consultant as the Executive Director effective August 29, 2024 (the "Appointment Date").

1.2 The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by Consultant to the NLCRA of the Scope of Work for purposes of this Agreement.

2. Services and Responsibilities

2.1 As the Executive Director, the Consultant shall be the Chief Executive Officer of the NLCRA and perform the functions and duties as set forth Exhibit "A" attached hereto and by this reference made a part hereof and other associated and legally required duties and functions as the Board shall direct from time to time (the "Scope of Work"). The Consultant agrees to perform the Scope of Work faithfully, competently, professionally and promptly to the best of its ability.

2.2 Consultant hereby agrees to perform the Scope of Work for the compensation set forth in Section 4 below. The Consultant shall be solely responsible for the satisfactory and complete execution of the Scope Work.

2.3 Consultant hereby represents and warrants to the NLCRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement (b) knowledge and understanding of the NLCRA and (c) all necessary licenses required by the State of Florida and Miami-Dade County (the "County") to perform the Scope of Work.

2.4 Consultant shall report to the Board. During the conduct of the performance of its services, Consultant shall schedule regular meetings with the individual Commissioners or his/her designee to discuss the progress of the Consultant's work.

2.5 Consultant covenants with the NLCRA to exercise the Consultant's skill and judgment in furthering the interests of the NLCRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the NLCRA's interests. The NLCRA agrees to furnish or approve, in a timely manner, information required by the Consultant and to make payments to the Consultant in accordance with the requirements of this Agreement.

2.6 Consultant hereby represents to the NLCRA, with full knowledge that NLCRA is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise, experience and manpower to perform the services to be provided by Consultant pursuant to the terms of this Agreement. Consultant shall maintain during the Term of this Agreement all necessary licenses and qualifications required by applicable law.

3. Term. The initial term of this Agreement shall commence on the on the Appointment Date and be for the month of September 2024 and the following two (2) fiscal years of the NLCRA ending on September 30, 2025 (the "Initial Term"), subject to any annual increases in the Fee as approved by the Board. Thereafter, the Initial Term of this Agreement may be renewed upon the mutual agreement of the parties, on or before September 30, 2026, for successive one year or multiple year extensions (each, an "Extension Term") under the same terms and conditions as set forth herein or such other terms and conditions as agreed upon by the parties and approved by the Board. The Initial Term and any Extension Term(s) are hereinafter referred to as the "Term."

4. Compensation and Method of Payment

4.1 Compensation for the services provided by Consultant to the NLCRA for the Term shall be as follows:

4.1.1 Basic Services. For the Scope of Work, the NLCRA shall pay the Consultant an annual fee of One Hundred Twenty Thousand and 00/100 Dollars ($120,000.00) in equal monthly installments of Ten Thousand and 00/100 Dollars ($10,000.00) or as such may be prorated for any partial month during the Term. Except as set forth below, the amount for Basic Services represents and contains all amounts due and payable for the services provided by Consultant in the Scope of Work including any out of pocket and third-party costs which may be incurred and/or paid by Consultant.

4.1.2 Additional Services. The Consultant will also provide expanded day-to-day operational support to the NLCRA, including the provision of additional staff to manage the routine business operations of the NLCRA. These Additional Services will encompass, but are not limited to, administrative support, business operations management, and other functions necessary to ensure the smooth operation of the NLCRA. For the Additional Services, the NLCRA shall pay the Consultant an annual fee of Eighty Thousand and 00/100 Dollars ($80,000.00) to be paid based on invoices submitted by the consultant to the NLCRA on no more than a monthly basis. The annual fee for Additional Services will cover all costs associated with the expansion, including salaries, benefits, and any administrative fees. Any costs exceeding this budget will require prior NLCRA Board approval.

The provision of the Additional Services under this Agreement is contingent upon the availability and allocation of proper funding by the NLCRA. Any funds designated for the purpose of supporting additional staff shall be used exclusively for the execution of the duties outlined in the Scope of Work. If sufficient funding is not provided, the Consultant shall not be obligated to provide additional staffing, and no liability shall arise for failure to perform such Additional Services absent proper funding.

All services provided under this Agreement will be in full compliance with Florida Statutes, Chapter 163, Part III, governing the formation and regulation of Community Redevelopment Agencies (CRAs). This ensures that the operations and activities of the Firm adhere to the legal requirements and statutory obligations relevant to the NLCRA.

The amount payable to the Consultant by the NLCRA under this Agreement for Basic Services and Additional Services is a not to exceed amount of Two Hundred and 00/100 Dollars ($200,000.00).

4.2 Dues, Subscriptions and Other Reimbursables. The NLCRA also agrees to pay to the Consultant on a reimbursement basis:

4.2.1 the reasonable and customary professional dues, including the Florida Redevelopment Association ("FRA") annual membership dues and subscriptions of the Consultant necessary for continued professional participation, growth and advancement, including national, state and local professional associations, as shall be approved in the annual NLCRA budget; and

4.2.2 the reasonable and customary travel and subsistence expenses for the Consultant's travel and attendance at the FRA annual conference, ICSC annual conference, ULI annual conference and other reasonably necessary seminars, conferences and committee meetings customary to the position of an Executive Director, as shall be approved in the annual NLCRA budget.

4.2.3 the reasonable and customary expenses related to small purchases for office supplies, equipment, and minor services, as allowed via the County's procurement code.

4.3 Consultant shall submit to the NLCRA a written invoice for the Fee, compensation for any additional services and other reimbursables prior to the end of each calendar month during the Term. Each invoice shall include a detailed billing statement for services rendered and reimbursements sought, as well as any other supporting documentation as reasonably requested by the NLCRA. The Consultant shall also comply with any County vendor registration requirements. With respect to the procedures for payment, the NLCRA and Consultant agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

4.4 NLCRA Employees and Consultants. Notwithstanding anything herein to the contrary, the Fee and any other amounts payable to the Consultant pursuant to this Agreement expressly excludes any amounts payable to persons employed directly by the NLCRA as well as any other consultants and attorneys engaged by the NLCRA, all of whom shall be compensated as set forth in their applicable agreements and in the approved annual NLCRA budget.

5. Changes in Scope of Work. NLCRA may request changes that would increase, decrease or otherwise modify the Scope of Work and Fee to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the NLCRA Board, if applicable.

6. Termination.

6.1 Termination by the Consultant for Cause. The Consultant may terminate the Agreement if the NLCRA fails to make a payment as required by the Agreement followed by written notice thereof from Consultant to NLCRA and NLCRA's continued failure to make such payment for thirty (30) days following the receipt of such notice. If the Consultant terminates the Agreement as set forth in the previous sentence, the Consultant shall be entitled to recover from the NLCRA payment for the Scope Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages.

6.2 Termination by the NLCRA for Cause. The NLCRA may terminate this Agreement if the Consultant:

6.2.1 Persistently or repeatedly refuses or fails to follow the Board's directions relative to the performance of the Scope of Work including, but not limited to, failing to perform the Scope of Work or any portion thereof within agreed upon time frames;

6.2.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of this Agreement.

When any of the above reasons exist, following a duly noticed public meeting of the NLCRA, the Board, by a majority vote of its Commissioners may, without prejudice to any other rights or remedies, terminate this Agreement and the employment of the Consultant. The Consultant shall not be entitled to receive payment for the Scope of Work completed until the remainder of the Scope of Work is finished and, in addition to any other rights available to the NLCRA at law or in equity, the Consultant shall be liable to NLCRA for all reasonable excess completion costs and costs to correct as a result of said termination.

6.3 Termination by the NLCRA for Convenience. Notwithstanding anything in the Agreement to the contrary, following a duly noticed public meeting of the NLCRA, the Board, by a majority vote of its Commissioners may, for whatever reason and in its sole discretion, terminate the Agreement without penalty or liability by providing the Consultant with thirty (30) days written notice thereof. Upon such termination, this Agreement shall be null and void, except that Consultant shall be entitled to payment for the Scope Work executed up to the date of termination. Any of Consultant's then outstanding and/or unfulfilled duties and/or obligations under the Agreement accruing prior to such termination shall survive the termination of the Agreement. Consultant acknowledges and agrees that Consultant shall not be entitled to, and hereby waives any claims for, any damages in the event that the NLCRA exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

6.4 Termination by the Consultant for Convenience. Notwithstanding anything in the Agreement to the contrary, the Consultant may, for whatever reason and in its sole discretion, terminate the Agreement without penalty or liability by providing the Board with no less than thirty (30) days written notice thereof. Upon such termination, this Agreement shall be null and void, except that Consultant shall be entitled to payment for the Scope Work executed up to the date of termination. Any of Consultant's then outstanding and/or unfulfilled duties and/or obligations under the Agreement accruing prior to such termination shall survive the termination of the Agreement. NLCRA acknowledges and agrees that NLCRA shall not be entitled to, and hereby waives any claims for, any damages in the event that the Consultant exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

7. Insurance. The Consultant shall purchase and maintain insurance as follows.

7.1 Commercial General Liability Insurance coverage for a minimum of $1,000,000 each occurrence and $2,000,000 aggregate. The policy shall include coverage for products/completed operations, and the NLCRA must be included as an additional insured.

7.2 Professional Liability Insurance coverage with limits of no less than $1,000,000 per occurrence and $2,000,000 in aggregate, covering claims arising from the rendering or failure to render professional services or products.

Worker's Compensation Insurance coverage as outlined in Section 440, Florida Statutes, shall not be required unless and until such compliance with Section 440, Florida Statutes, mandates the requirement for additional coverage.

Automobile Liability Insurance coverage is not required, as the Scope of Work does not involve sufficient travel or the operation of vehicles. However, should the nature of the Scope of Work change to require such travel or vehicle operation, the Consultant and the NLCRA will amend this Agreement to include the necessary coverage, with the NLCRA.

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, 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. All insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the NLCRA. Failure of the Consultant to obtain and maintain required insurance shall be grounds for termination of the Agreement by the NLCRA.

8. Indemnification. For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Consultant agrees to indemnify, defend and hold harmless, the NLCRA, its Commissioners, employees, consultants, attorneys and agents from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the acts, errors, omissions or other wrongful conduct of Consultant, agents or other personnel entity acting under Consultant's control in connection with Consultant's performance of services under this Agreement and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the NLCRA in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

9. Anti-Discrimination. Consultant certifies that it does not discriminate in its policies based on race, color, national origin, religion, sex, sexual orientation, familial status or handicap.

10. Scrutinized Companies. The Consultant certifies that it is not on the Scrutinized Companies that Boycott Israel List. Pursuant to Section 287.135, Florida Statutes, the NLCRA may immediately terminate this Agreement at its sole option if the Consultant is found to have submitted a false certification; or if the Consultant is placed on the Scrutinized Companies that Boycott Israel List or is engaged in the boycott of Israel during the Term of the Agreement.

11. E-Verify. Pursuant to Section 448.095(2), Florida Statutes, the Consultant must:

11.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;

11.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes

11.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the NLCRA upon request;

11.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;

11.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and

11.6 Be aware that if the NLCRA terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the NLCRA as a result of the termination of the Agreement.

12. Miscellaneous

12.1 Ownership of Documents. All documents, media and work product of any kind whatsoever prepared by the Consultant pursuant to or in connection with this Agreement are and shall remain the exclusive property of the NLCRA; provided, however, the Consultant retains ownership over any Developments (as defined below), inventions, or methodologies that are part of the Consultant's regular course of business and not uniquely created for the NLCRA under this Agreement. Upon request of the NLCRA and/or upon the termination or completion of this Agreement, Consultant shall promptly deliver to the NLCRA all or any portion of the above referenced documents, media and work product including the tapes or discs relating thereto. Consultant further acknowledges that NLCRA may post any of such documents, media and work product on the NLCRA's website. Such documents may be posted by NLCRA without the prior authorization of Consultant. No additional fee or compensation will be paid to Consultant by NLCRA for such posting. Notwithstanding the foregoing or anything in the Agreement to the contrary, the Consultant, in the regular course of business, may develop proprietary inventions, documents, methods, and other intellectual property ("Developments"). These Developments, created by the Consultant, its employees, or assigns, shall remain the sole property of the Consultant and shall not be considered the intellectual or proprietary property of the NLCRA. The Consultant retains all proprietary rights over these Developments while ensuring compliance with applicable Florida laws and the regulations of the NLCRA.

12.2 Records. Consultant shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by NLCRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by NLCRA and advised such records must be kept for a longer period. Consultant shall further be required to respond to the reasonable inquiries of successor Consultant and allow successor Consultant to review Consultant's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by NLCRA of any fees or expenses based upon such entries.

12.3 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Consultant is an independent contractor under this Agreement and not the NLCRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the NLCRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a professional level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the NLCRA and the NLCRA will not be liable for any obligation incurred by Consultant, including by not limited to unpaid minimum wages and/or overtime premiums.

12.4 Assignments; Amendments.

12.4.1 This Agreement, or any interest herein, shall not be assigned, delegated, subcontracted, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of NLCRA, which consent may be withheld by the NLCRA in its sole and absolute discretion. Any assignment, delegation, subcontract, transfer or encumbrance without such express prior written consent shall be null and void and shall constitute a material breach of this Agreement, upon which the Board may immediately terminate the Agreement in accordance with the provisions of Section 6.2. The NLCRA may assign its rights, together with its obligations hereunder. This Agreement shall run to the NLCRA and its successors and assigns.

12.4.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the Board with respect to the NLCRA.

12.5 No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or form, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the NLCRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

12.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Consultant and the NLCRA designate the following as the respective places for giving such notice:

NLCRA: Naranja Lakes Community Redevelopment Agency
c/o Miami-Dade County, Community Redevelopment
and Municipal Services Division
Attn: Vivian Cao
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128
Telephone No. (305) 375-5143
Email: vivian.cao@miamidade.gov

With a copy to:

Taylor English Duma LLP
Attn: Steven W. Zelkowitz, NLCRA Attorney
2 S. Biscayne Boulevard, Suite 2500

Miami, Florida 33131
Telephone No. (305) 301-5533
Facsimile No. (770) 434-7376
Email: szelkowitz@taylorenglish.com

Consultant: H.E.R.S. Consulting, LLC
Attn: Krystal Patterson, Manager
6805 West Commercial Boulevard, #1149
Tamarac, Florida 33319
Telephone No. (954) 833-9990
Facsimile No. (_____) __________
Email: krystal@hersconsult.com

12.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

12.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

12.9 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

12.10 Dispute Resolution; Governing Law; Venue. In the event of a dispute arising under this Agreement, the parties agree that they will first attempt to resolve the dispute through informal negotiation. If the dispute cannot be resolved, the parties are entitled to all rights and remedies at law an in equity. This Agreement will be governed by the laws of the State of Florida. Any unresolved claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

12.11 Extent of Agreement. This Agreement represents the entire and integrated agreement between the NLCRA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

12.12 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the NLCRA or Consultant.

12.13 Ethics Requirements.

12.13.1 Consultant is responsible for educating itself on the various ethics and conflict of interest provisions of the applicable laws of the State of Florida and the County. Consultant shall not employ, directly or indirectly, any member of the Board. The County Code prohibits any employee, or member or their immediate family or close personal relation from receipt of a benefit or to profit from any contract entered into with the County, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Miami-Dade County Ethics Commission regarding conflict of interest provisions.

12.13.2 Neither the Consultant nor its members shall endorse candidates, make financial contributions, sign or circulated petitions, or knowingly participate in fundraising activities for individuals seeking or holding elected office in the NLCRA, nor seek or accept any personal enrichment or profit derived from confidential information, or holding office, or misuse of public time. The NLCRA shall support the Consultant in keeping these commitments by refraining from any order, direction or request that would require the Consultant to undertake any of the aforementioned activities. Specifically, neither the Board nor any individual Commissioner thereof shall request the Consultant to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fundraising activities for individuals seeking or holding elected office, nor to handle any matter involving personnel on a basis other than fairness, impartiality, and merit. The Consultant voluntarily agrees to this and shall not cause provision to formulate any claim against the NLCRA whatsoever. The Consultant and its members acknowledge the above is in no way a restriction of their freedom of speech, and if so claimed is deemed immediately invalid.

12.13.3 Consultant represents that it has provided a list of all current clients subject to the jurisdiction of the NLCRA. Any potential or actual conflict between private interests and responsibilities under this Agreement shall be immediately disclosed to the NLCRA. The Consultant agrees that it will not enter into any agreements during the Term of this Agreement to provide services for any person or corporation who applies for financial or other incentives or approvals from the NLCRA. Upon request of the Consultant, and full disclosure of the nature and extent of the proposed representation, the Board shall have the authority to authorize such representation during the Term of this Agreement.

12.14 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

12.15 Standards and Proper Decorum. The NLCRA promotes and expects a high standard of ethics and professional conduct in all NLCRA employees. The Consultant shall be held to the same standards and shall be held accountable to any conduct or demeanor contrary to the policy while representing the NLCRA.

12.16 Sovereign Immunity. The NLCRA is a self-insured entity subject to the provisions of Section 768.28, Florida Statutes, as may be amended from time to time. Nothing in this Agreement shall be deemed or otherwise interpreted as waiving the NLCRA's sovereign immunity protections, or as increasing the limits of liability as set forth in Section 768.28, Florida Statutes.

13. Public Records. To the extent required by law, the Consultant shall comply with all public records requests, whether made to the NLCRA or to the Consultant, for the Consultant's books and records which relate to this Agreement and which books and records are not exempted under Chapter 119, Florida Statutes. In the event the Consultant is required by law to comply with a public records request and fails to do so, the Consultant shall indemnify the NLCRA in accordance with Section 8 above. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE NLCRA'S CUSTODIAN OF PUBLIC RECORDS – CRA OFFICE, 111 N.W. 1ST STREET, SUITE 2210, MIAMI, FLORIDA 33128. PHONE (305) 375-5143, VIVIAN.CAO@MIAMIDADE.GOV.

14. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By:____________________________
~~Kenneth Forbes~~ Derrick Lordeus
Chairman

H.E.R.S. CONSULTING, LLC
a Florida limited liability company

By:____________________________
Krystal Patterson
Manager

Attest:

By:____________________________
Name: Derek Sippio
Title: Board Member

Approved as to form and legal sufficiency:

By:____________________________
Taylor English Duma LLP
NLCRA Attorney

EXHIBIT "A"

SCOPE OF SERVICES

The Consultant shall be responsible for carrying out the policies established by the NLCRA Board and shall have general supervision over, and be responsible for, the performance of the day-to-day operations of the NLCRA. The Consultant shall be responsible for preparing an annual budget for the NLCRA Board's approval, and shall be otherwise responsible for the NLCRA's fiscal operations. The Consultant may perform such other duties as may be assigned by the NLCRA Board. The Consultant may delegate such duties as may be assigned by the NLCRA Board.

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (the "Agreement") is made and entered into as of January 1, 2026 (the "Effective Date"), by and between the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "Agency") having an address at c/o Miami-Dade County, Office of Management and Budget, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128, and **AMBASSADOR CONSULTING GROUP, LLC**, a Florida limited liability company (the "Consultant") having an address at 18459 Pines Boulevard, #306, Pembroke Pines, FL 33029.

R E C I T A L S

1. The NLCRA desires to engage the Consultant for provision of the services as set forth in the Scope of Work (as defined below), subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **General Intent.** The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by Consultant to the NLCRA of certain consultant services as set forth in the Scope of Work attached hereto as Exhibit "A" and by this reference made a part hereof (the "Scope of Work") as requested by the NLCRA Executive Director from time to time.

2. **Services and Responsibilities**

2.1 The Consultant hereby agrees to perform the Scope of Work for the Fee (as defined in Section 4). The Consultant shall be solely responsible for the satisfactory and complete execution of the Scope Work. The Scope of Work shall generally be performed at the direction of the Executive Director and completed with time frames as agreed upon by the parties from time to time. The term of this Agreement shall commence on the Effective Date and shall then terminate September 30, 2026. The Scope of Work shall be completed prior to the expiration of the term.

2.2 Consultant hereby represents and warrants to the NLCRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement and (b) all necessary licenses required by the State of Florida and Miami-Dade County to perform the Scope of Work.

2.3 Consultant shall report to the Executive Director. During the performance of its services, the Consultant shall schedule regular meetings with the Executive Director or designee to discuss the progress of the work.

2.4 Consultant hereby represents to the NLCRA, with full knowledge that NLCRA is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise and experience to perform the services to be provided by Consultant pursuant to the terms of this Agreement. Consultant shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

3. **Relationship of the Parties.** The Consultant shall exercise the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided, and exercise the Consultant's skill and judgment in furthering the interests of the NLCRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the NLCRA's interests.

4. **Compensation and Method of Payment**

4.1 Compensation for the services provided by Consultant to the NLCRA shall be a lump sum fee in the amount of One Hundred Thousand and 00/100 Dollars ($100,000.00) (the "Fee"). The

Fee represents and contains all amounts due and payable for the services provided by Consultant as set forth in the Scope of Work and, except as may be otherwise set forth in the Scope of Work, includes any out of pocket, travel and third-party costs which may be incurred and/or paid by Consultant. Payment by the NLCRA of the Fee for the Scope of Work performed shall be deemed full compensation to the Consultant for the performance of this Agreement.

4.2 Upon execution of this Agreement by the parties, the NLCRA shall pay the Consultant an initial payment of Twenty-Five Thousand and 00/100 Dollars ($25,000.00). Thereafter the NLCRA shall make a payment to the Consultant of Eight Thousand Three Hundred Thirty-Three and 33/100 Dollars ($8,333.33) on January 31, February 27, March 31, April 30, May 29, June 30, July 31, August 31 and September 30. As a condition to such payments, the Consultant shall submit to the NLCRA a written invoice for each installment of the Fee. The invoice shall include a detailed billing statement for services rendered and any other supporting documentation as reasonably requested by the NLCRA. The Consultant shall also comply with the Miami-Dade County vendor registration requirements. With respect to the procedures for payment, the NLCRA and the Contractor agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

5. Changes in Scope of Work. NLCRA may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the NLCRA Board, if applicable.

6. Termination.

6.1 Termination by the Consultant. The Consultant may terminate the Agreement if the NLCRA fails to make a payment as required by the Agreement followed by written notice thereof from Consultant to NLCRA and NLCRA's continued failure to make such payment for fifteen (15) days following the receipt of such notice. If the Consultant terminates the Agreement as set forth in the previous sentence, the Consultant shall be entitled to recover from the NLCRA payment for the Scope Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages. Any termination or purported termination by the Consultant for any reason other than NLCRA's nonpayment shall be void thereby entitling the NLCRA to its rights and remedies available at law and in equity.

6.2 Termination by the NLCRA for Cause. The NLCRA may terminate this Agreement if the Consultant:

6.2.1 Persistently or repeatedly refuses or fails to follow NLCRA's directions relative to the performance of the Scope of Work including, but not limited to, failing to perform the Scope of Work or any portion thereof within agreed upon time frames;

6.2.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of the Agreement.

When any of the above reasons exist, the NLCRA may without prejudice to any other rights or remedies and after giving the Consultant seven (7) days' written notice, terminate this Agreement and the employment of the Consultant. In addition to any other rights available to the NLCRA at law or in equity, the Consultant shall be liable to NLCRA for all reasonable excess completion costs and costs to correct as a result of said termination.

6.3 Termination by the NLCRA for Convenience. Notwithstanding anything in the Agreement to the contrary, NLCRA shall have the right, for whatever reason and in its sole discretion, to terminate the Agreement without penalty or liability by providing the Consultant with fifteen (15) days written notice thereof. Upon such termination, this Agreement shall be null and void. Any of Consultant's then outstanding and/or unfulfilled duties and/or obligations under the Agreement accruing prior to such termination shall survive the termination of the Agreement. Consultant acknowledges and agrees that Consultant shall not be entitled to, and hereby waives any claims for, any damages in the event that the NLCRA exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

7. Insurance. The Consultant shall purchase and maintain insurance as follows.

7.1 Worker's Compensation Insurance coverage in accordance with Florida statutory requirements.

7.2 Commercial General Liability Insurance coverage with limits of no less than $1,000,000 per occurrence and $2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

Certificates of insurance from insurers acceptable to the NLCRA shall be delivered to the NLCRA upon execution of this Agreement. Only with respect to commercial general liability insurance, the certificates shall (a) name the NLCRA as an additional insured and loss payee and (b) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the NLCRA. Failure of the Consultant to obtain and maintain required insurance shall be grounds for termination of the Agreement by the NLCRA. Consultant shall require any subconsultants who are preparing plans and specifications to provide professional liability insurance with the same insurance coverage as set forth above.

8. Indemnification. In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Consultant agrees to indemnify, protect, defend, and hold harmless the NLCRA its board members, managers, officers, employees, consultants, attorneys and agents (collectively the "Related Parties") from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Scope of Work. The foregoing indemnity is limited to $1,000,000 per occurrence, which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement; provided, however, that the Consultant's indemnity obligations hereunder are not limited by the availability of insurance proceeds. In the event that any claims are brought or actions are filed against the NLCRA with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

9. Miscellaneous

9.1 Ownership of Documents. All documents (including print, digital and media) prepared by the Consultant pursuant to or in connection with this Agreement are and shall remain the exclusive property of the NLCRA. Upon request of the NLCRA and/or upon the termination or completion of this Agreement, Consultant shall promptly deliver to the NLCRA all or any portion of the above referenced documents including all electronic files relating thereto. Consultant further acknowledges that NLCRA may post any of such documents on the NLCRA's website. Such documents may be posted by NLCRA without the prior authorization of Consultant. No additional fee or compensation will be paid to Consultant by NLCRA for such posting.

9.2 Records. Consultant shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by NMCRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by NMCRA and advised such records must be kept for a longer period. Consultant shall further be required to respond to the reasonable inquiries of successor Consultant and allow successor Consultant to review Consultant's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by NMCRA of any fees or expenses based upon such entries.

9.3 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Consultant is an independent contractor under this Agreement and not the NLCRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the NLCRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the NLCRA and the NLCRA will not be liable for any obligation incurred by Consultant, including by not limited to unpaid minimum wages and/or overtime premiums.

9.4 Assignments; Amendments.

9.4.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of NMCRA, which consent may be withheld by the NMCRA in its sole and absolute discretion. This Agreement shall run to the NMCRA and its successors and assigns.

9.4.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the NMCRA Board.

9.5 No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or form, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the NMCRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Consultant and the NMCRA designate the following as the respective places for giving such notice:

NLCRA: H.E.R.S. Consulting LLC
8029 West McNab Road
Tamarac, Florida 33321
Attention: Krystal Patterson, President
Phone: (954) 833-9990
Email: krystal@hersconsult.com

Taylor Duma LLP
2 S. Biscayne Boulevard
Suite 2500
Miami, Florida 33131
Attention: Steven W. Zelkowitz, Esq.
Phone: (305) 301-5533
Email: szelkowitz@taylorduma.com

Consultant: Ambassador Consulting Group, LLC
18459 Pines Boulevard, #306
Pembroke Pines, FL 33029
Attention: Clarence Woods
Phone: (954) 268-1101
Email: info@ambconsultinggr.com

9.7 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

9.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.9 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

9.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

9.11 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

9.12 Extent of Agreement. This Agreement represents the entire and integrated agreement between the NLCRA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

9.13 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the NLCRA or Consultant.

9.14 Ethics Requirements. Consultant is responsible for educating itself on, and complying with, the various ethics and conflict of interest provisions of Florida law and Miami-Dade County.

9.15 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

9.16 Counterparts; Electronic Execution. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof. A copy of this Agreement and any signature thereon shall constitute an original for all purposes. This Agreement may be executed by electronic means such as DocuSign.

9.17 Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

9.18 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

10. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

11. Contracting with Entities of Foreign Countries of Concern Prohibited. By entering into, amending, or renewing this Agreement, as applicable, the Consultant affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited, as amended. The Consultant further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: (a) the Consultant is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the Consultant; or (c) the Consultant is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Consultant shall be in the form of a Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit to be provided by the NLCRA, which Affidavit the Consultant agrees to execute and deliver as a material inducement to entering into this Agreement. For purposes of this Agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

12. Human Trafficking. By entering into, amending, or renewing this Agreement, as applicable, the Consultant is obligated to comply with the provisions of Section 787.06, Florida Statutes, titled Human Trafficking, as amended. This compliance by the Consultant includes a Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit to be provided by the NLCRA, which Affidavit the Consultant agrees to execute and deliver as a material inducement to entering into this Agreement. This Agreement shall be void if the Borrower submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or if Borrower violates Section 787.06, Florida Statutes, as amended, during the term of this Agreement and for a period of three (3) years following Final Completion, even if the Borrower was not in violation at the time it submitted its Affidavit.

13. Public Records. To the extent required by law, the Consultant shall comply with all public records requests, whether made to the NLCRA or to the Consultant, for the Consultant's books and records which relate to this Agreement and which books and records are not exempted under Chapter

119, Florida Statutes. In the event the Consultant is required by law to comply with a public records request and fails to do so, the Consultant shall indemnify the NLCRA and the Related Parties in accordance with Section 8 above. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE NLCRA SECRETARY AT (305) 375-2820, BY EMAIL AT JASONER@MIAMIDADE.GOV, OR AT 111 1ST STREET, SUITE 2210, MIAMI, FLORIDA 33128.

[REST OF LAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONSULTANT:

AMBASSADOR CONSULTING GROUP, LLC,
a Florida limited liability company

DocuSigned by:
By: ______________________________
05E3B951FACE481...
Clarence Woods
Manager

Dated: January 1, 2026

NLCRA:

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

Signed by:
By: Krystal Patterson
B3020FEC1B3047A...
Krystal Patterson
Executive Director

Attest:

Signed by:
By: ______________________________
63E6E9956D554B0...
Name: Cornelius Shiver

Approved as to form and legal sufficiency:

Signed by:
By: Steven Zelkowitz
DC108D2A92DA4B8...
Taylor Duma LLP
NLCRA Attorney

Dated: January 1, 2026

EXHIBIT A

SCOPE OF WORK

- Implement economic development strategies aligned with the CRA Redevelopment Plan and Florida Statutes.
- Support business attraction, retention, and expansion within the CRA district.
- Serve as liaison between the CRA, businesses, property owners, developers, and partner agencies.
- Assist with design, administration, and monitoring of CRA economic incentive and grant programs.
- Evaluate redevelopment proposals and incentive requests for feasibility and community impact.
- Support redevelopment of underutilized or blighted commercial properties and catalytic projects.
- Provide strategic recommendations to advance CRA objectives.
- Coordinate outreach, stakeholder engagement, and business support activities.
- Prepare reports, analyses, and presentations for CRA Board consideration.
- Track performance outcomes related to private investment, job creation, and economic activity.
- Ensure compliance with CRA policies, adopted budgets, and statutory requirements.
- Coordinate with CRA staff, legal counsel, and financial advisors as needed.

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of January 21st, 2025, by and between the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic (the "CRA") having an address at c/o Miami-Dade County, Community Redevelopment and Economic Policy Division, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128 and **REBUILDING TOGETHER MIAMI-DADE, INC.**, a Florida nonprofit corporation (the "Grantee") having an address at 3628 Grand Avenue, Miami, FL 33133 .

RECITALS

1. Pursuant to its Redevelopment Plan, the CRA may provide financial incentives to businesses for the purpose of stimulating redevelopment, economic growth and the physical enhancement of the Naranja Lakes Redevelopment Area including rehabilitating residential dwelling units in order to help homeowners, while also reducing the incidence of slum and/or blighted conditions in the CRA Redevelopment Area.

2. The mission of the Grantee is to, among other things, rehabilitate, preserve and revitalize residential dwelling units, assuring that low-income homeowners, particularly those who are elderly and disabled, live independently and with dignity.

3. The CRA has approved a grant to the Grantee for Fiscal Year 2024-25 in the amount of up to Three Hundred Thousand and 00/100 Dollars ($300,000.00) (the "Grant") in accordance with the terms and conditions of this Agreement.

4. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. **Recitals.** The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

Section 2. **Effective Term.** The term of this Agreement and the CRA's obligation to disburse the Grant to the Grantee shall commence on the date when it has been executed by both parties (the "Effective Date") and shall continue until the earlier to occur of (a) the entire Grant has been disbursed to and expended by the Grantee or (b) September 30, 2025; provided the terms hereof shall survive the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder, and also to the extent such terms expressly survive the termination of this Agreement including, but not limited to, the indemnification by Grantee of the CRA set forth in Section 8 below. In the event the entire Grant has not been disbursed by September 30, 2025, the undisbursed balance of the Grant shall be forfeited by the Grantee; provided, however, the CRA shall disabuse any portion of the Grant for which request was properly submitted prior to September 30, 2025.

Section 3. **Scope of Services.** The CRA shall provide the Grant to the Grantee in the amount up to Three Hundred Thousand and 00/100 Dollars ($300,000.00) for the sole purpose of the rehabilitation of homes in the CRA Redevelopment Area. The Grant shall be used and disbursed in the manner detailed in the Grantee's Proposal to the CRA attached hereto and made a part hereof as Exhibit 1. In the event of a conflict between this Agreement and the Proposal either (a) this Agreement or (b) the more restrictive provision shall control as determined by the CRA in its sole discretion. All homeowner applications for the Grant shall be in the form attached to the Proposal in Exhibit 1. The CRA's goal for the Grant is to concentrate its funding in the areas of most need listed below and as depicted in Exhibit 2 attached hereto and made a part hereof. Grantee acknowledges and agrees that Grantee shall take all necessary steps to accomplish the CRA's goal.

- Census Tract 109, Block Group 1;
- Census Tract 109, Block Group 2;
- Census Tract 109, Block Group 3, and
- Census Tract 108.01, Block Group 2.

Section 4. **Disbursement of Grant; Use of Grant Proceeds; Miami-Dade County Requirements; Clawback.**

4.1 Disbursement of Grant; Use of Grant Proceeds. The CRA shall disburse the Grant to the Grantee in amounts corresponding to specific written requests for which the Grantee identified funding needs to support scheduled housing rehabilitation events pursuant to the Proposal. Such written request shall be in a form and substance acceptable to the CRA in all respects including any documentation that may be reasonably requested by the CRA. The Grantee shall use the Grant solely for hard and soft costs for the rehabilitation, preservation and revitalization of residential dwelling units in the CRA Redevelopment Area. Without limiting the foregoing, the Grant shall not be used for Grantee's administrative costs and expenses, overhead and/or profit. Notwithstanding the foregoing Grant, the parties acknowledge and agree that the Agency will encumber Three Hundred Thousand and 00/100 Dollars ($300,000.00) of Fiscal Year 2023-24 tax increment financing funds for this Grant, subject to the approval by the Miami-Dade Board of County Commissioners (the "Board"). In the event that the Board does not approve the CRA's annual budget, then, notwithstanding anything to the contrary set forth in this Agreement, the CRA shall be relieved and discharged of its obligations to disburse any remaining portion of the Grant and the Grantee hereby releases the CRA in such case. Grantee is subject to all applicable requirements of Miami-Dade County (the "County") that relate to grants by community redevelopment agencies and Grantee shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

4.2 Miami-Dade County Requirements. Grantee acknowledges and agrees to comply with all applicable requirements from Miami-Dade County (the "County") including Resolution R-499-16 (the "County Resolution"). The Grantee agrees that such provisions constitute material obligations on the part of the Grantee and that Grantee shall comply with such provisions including cooperating with the County and its Office of the Inspector General to ensure and demonstrate compliance therewith.

4.3 Recovery of Grant Funds. The County Resolution requires the CRA to include in its contracts or grant agreements a "clawback" provision that requires the community redevelopment agency to "clawback" or rescind and recover funding from any entity or contractor to which it provides funding which does not substantially comply with the provisions of its agreement with the community redevelopment agency by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law, if feasible. Grantee and the CRA acknowledge and agree that Section 8 of this Agreement is intended to constitute the clawback provisions required by the County Resolution

Section 5. Relationship of the Parties. The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the CRA, but are only recipients of funding support, and is not an agent or instrumentality of the CRA or entitled to any employment benefits by the CRA. The Grantee will not look to, nor seek to hold liable, the CRA, its board members, employees, consultants, attorneys and/or agents (collectively the "Related Parties") for the performance or non-performance of this Agreement and agrees to hold the CRA and the Related Parties harmless and release the CRA and the Related Parties from any and all claims and liability under this Agreement.

Section 6. No Assignment. This Agreement and the Grant are not transferable to any other parties. If the Grantee assigns, transfers, or conveys this Agreement and/or the Grant, in whole or in part, during the term of this Agreement, this Agreement shall terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received.

Section 7. Records, Reports, Audits, Monitoring and Review.

7.1 Books and Records. The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with this Agreement. Upon the request of the CRA, all such books and records of the Grantee which relate to this Agreement shall be available for inspection and audit by the CRA or any of its authorized representatives at all reasonable times during normal business hours. The CRA shall be entitled to make such copies of the books and records as the CRA deems appropriate. The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the termination of this Agreement. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

7.2 Public Records. Both Parties understand that the CRA is subject to the Florida Public Records Law, Chapter 119, Florida Statutes, and all other applicable Florida Statutes. The Grantee agrees and understands that Florida has broad public records disclosure laws, and that any written communication with the Grantee, to include emails, email addresses, a copy of this Agreement, and any deliverables under this Agreement, are subject to public disclosure upon request, unless otherwise exempt or confidential under Florida Statute. If the materials provided by the Grantee do not fall under a specific exemption, under Florida or federal law, materials provided by the Grantee to the CRA would have to be provided to anyone making a public records request. It will be the Grantee's duty to identify the information, which it deems is exempt under Florida law, and to identify the statute by number, which exempts that information.

7.3 Grantee shall ensure that public records which are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed, except as authorized by law, for the duration of the Agreement and following termination of the Agreement if the Grantee does not transfer the records to CRA.

7.4 Pursuant to Section 119.0701, Florida Statutes, a request to inspect or copy public records relating to this Agreement must be made directly to the CRA. The Grantee shall direct individuals requesting public records to the public records custodian listed below. Should any person or entity make a public request of the CRA which requires or would require the CRA to allow inspection or provide copies of records which the Grantee maintains are exempt from public records laws or are confidential, it shall be the Grantee's obligation to provide the CRA within seven (7) days of notification by the CRA to the Grantee of the request, of the specific exemption or confidentiality provision so the CRA will be able to comply with the requirements of section 119.07(1)(e) and (f), Florida Statutes.

7.5 Should the CRA face any kind of legal action to require or enforce inspection or production of any records provided by Grantee to the CRA which Grantee maintains are exempt or confidential from such inspection/production as a Public Record, Grantee shall hire and compensate attorney(s) who shall represent the interests of the CRA as well as the Grantee in defending such action. The Grantee shall also pay any costs to defend such action and shall pay any costs and attorney's fees which may be awarded pursuant to section 119.12, Florida Statutes.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CRA'S CUSTODIAN OF PUBLIC RECORDS - CRA OFFICE, 111 N.W. 1ST STREET, SUITE 2210, MIAMI, FLORIDA 33128. PHONE (305) 375-5143, VIVIAN.CAO@MIAMIDADE.GOV.

Section 8. <u>Breach of Agreement; Remedies.</u>

8.1 <u>Breach.</u> A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (b) Grantee fails to submit expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures; (c) the Grantee refuses to allow the CRA access to records or refuses to allow the CRA to monitor, evaluate and review the Grantee's projects; (d) a transfer or assignment occurs as set forth in Section 6 above, (e) Grantee fails to comply with applicable laws; (f) the Grantee discriminates in violation of any Federal, State or local law; (g) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement; and/or (h) either party breaches any other covenant or requirement set forth in this Agreement..

8.2 Remedies. Immediately upon the breach of this Agreement by either as set forth in Section 8.1 above, in addition to all rights and remedies available at law or in equity, the non-defaulting party may terminate this Agreement by giving written notice to the defaulting party of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination due to the default of Grantee, the CRA may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the CRA and the Grantee. The defaulting party shall be responsible for all direct and indirect costs associated with such termination incurred by the non-defaulting party including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

8.3 No Waiver. No express or implied consent or waiver by the CRA to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the CRA to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the CRA of its rights hereunder. The giving of consent by the CRA in any one instance will not limit or waive the necessity to obtain the CRA's consent in any future instance.

Section 9. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA and the Related Parties from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA and the Related Parties may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to CRA) all claims, suits or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 10. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the CRA designate the following as the respective places for giving such notice:

CRA:	Naranja Lakes Community Redevelopment Agency c/o Miami-Dade County, Community Redevelopment and Municipal Services Division 111 N.W. 1st Street, Suite 2210 Miami, Florida 33128 Telephone No. (305) 375-5143
Copy to:	Steven W. Zelkowitz, Esq., CRA Attorney Taylor English Duma LLP I One Biscayne Tower 2 South Biscayne Boulevard, Suite 2500 Miami, FL 33131 Telephone No. (786) 840-1437 Mobile No. (305) 301-5533
Grantee:	Rebuilding Together Miami-Dade, Inc. 3628 Grand Avenue Miami, Florida 33133 Attn: Executive Director Telephone No. (305) 200-5711
Copy to:	Joseph M. Matthews, Esq. 255 Alhambra Circle, PH Coral Gables, Florida 33134 Telephone No. (305) 476-7400 Facsimile No. (305) 476-7444

Section 11. **Inspections.** At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 12. **Limitation of Liability.** The CRA desires to enter into this Agreement only if in so doing the CRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement. Grantee expresses its willingness to enter into this Agreement with recovery from the CRA for any action or claim arising from this Agreement to be limited to actual damages incurred by Grantee and CRA shall be liable only for intentional misconduct. CRA shall not be liable for consequential or punitive damages. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that CRA shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement other than actual damages incurred by Grantee and CRA shall be liable only for intentional misconduct. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 13. Miscellaneous.

13.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the CRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the CRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the CRA for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the CRA relative to this Agreement.

13.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, and County laws, rules and regulations.

13.3 Modifications. Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement shall only be valid if in writing, duly approved by the CRA Board and signed by both parties.

13.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

13.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

13.6 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

13.7 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

13.8 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

13.9 Governing Law. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida.

13.10 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

13.11 Survival. All terms and provisions of this Agreement shall survive the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

13.12 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys' fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

13.13 **JURISDICTION; VENUE AND WAIVER OF JURY TRIAL. EACH OF THE PARTIES IRREVOCABLY AND UNCONDITIONALLY (A) AGREES THAT ANY SUIT, ACTION OR OTHER LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT SHALL BE BROUGHT IN THE FEDERAL OR STATE COURT SITUATED IN MIAMI-DADE COUNTY, FLORIDA; (B) CONSENTS TO THE JURISDICTION OF EACH SUCH COURT IN ANY SUCH SUIT, ACTION OR PROCEEDING; AND (C) WAIVES ANY OBJECTION WHICH IT MAY HAVE TO THE LAYING OF VENUE OF ANY SUCH SUIT, ACTION OR PROCEEDING IN ANY OF SUCH COURTS. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.**

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

GRANTEE

REBUILDING TOGETHER MIAMI-DADE, INC.,
a Florida nonprofit corporation

By:
Name: Martina Spolini
Title: Executive Director

Rebuilding Together Miami-Dade, Inc
CORPORATE SEAL
1993
Florida

CRA:

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

By:
Derrick Lordeus, Chairman

Attest:

By:
Name:
Title:

Approved as to form and legal sufficiency:

By:
Taylor English Duma LLP
NLCRA Attorney

FIRST AMENDMENT TO AGREEMENT

THIS FIRST AMENDMENT TO AGREEMENT (the "First Amendment") is made and entered into as of December 4, 2025, by and between the **NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (the "NLCRA") having an address at c/o Miami-Dade County, Office of Management and Budget, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128, and **REBUILDING TOGETHER MIAMI-DADE, INC.**, a Florida nonprofit corporation (the "Grantee") having an address at 3628 Grand Avenue, Miami, Florida 33133.

R E C I T A L S

1. The NLCRA and the Grantee entered into that certain Grant Agreement dated January 1, 2025 (the "Agreement") with respect to the provision of residential rehabilitation services.

2. The NLCRA and the Grantee desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. Recitals; Defined Terms. The Recitals set forth above are true and correct and are incorporated in this First Amendment by reference. Any defined terms not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

2. Ratification; Conflicts. Except as expressly modified herein by this First Amendment, the provisions of the Agreement remain unmodified and in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

3. Term; Additional Grant; Scope of Services. The term of the Agreement is hereby retroactively extended from October 1, 2025, to September 30, 2026. NLCRA shall encumber Three Hundred Thousand and 00/100 Dollars ($300,000.00) for Fiscal Year 2025-2026. Such additional funding shall be included in the definition of Grant for all intents and purposes and shall be disbursed and subject to all requirements of the Agreement. Section 3 of the Agreement (Scope of Services) is hereby amended to include the services set forth on Exhibit "A" attached hereto and made a part hereof.

4. Contracting with Entities of Foreign Countries of Concern Prohibited. By entering into, amending, or renewing this Agreement, as applicable, the Grantee affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign

Countries of Concern Prohibited, as amended. The Grantee further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: (a) the Grantee is owned by a government of a foreign country of concern; (b) the government of a foreign country of concern has a controlling interest in the Grantee; or (c) the Grantee is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Grantee shall be in the form of a Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit to be provided by the NLCRA, which Affidavit the Grantee agrees to execute and deliver as a material inducement to entering into this Agreement. For purposes of this Agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

5. Human Trafficking. By entering into, amending, or renewing this Agreement, as applicable, the Grantee is obligated to comply with the provisions of Section 787.06, Florida Statutes, titled Human Trafficking, as amended. This compliance by the Grantee includes a Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit to be provided by the NLCRA, which Affidavit the Grantee agrees to execute and deliver as a material inducement to entering into this Agreement. This Agreement shall be void if the Grantee submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or if Grantee violates Section 787.06, Florida Statutes, as amended, during the term of this Agreement, even if the Grantee was not in violation at the time it submitted its Affidavit.

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IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY,
a public body corporate and politic

Signed by:
By: Krystal Patterson
B3026FEC1B3647A...
Krystal Patterson
Executive Director

Attest:

Signed by:
63E6E9956D554B0...
By:______________________
Name: Cornelius Shiver
Title: NLCRA CHAIRMAN

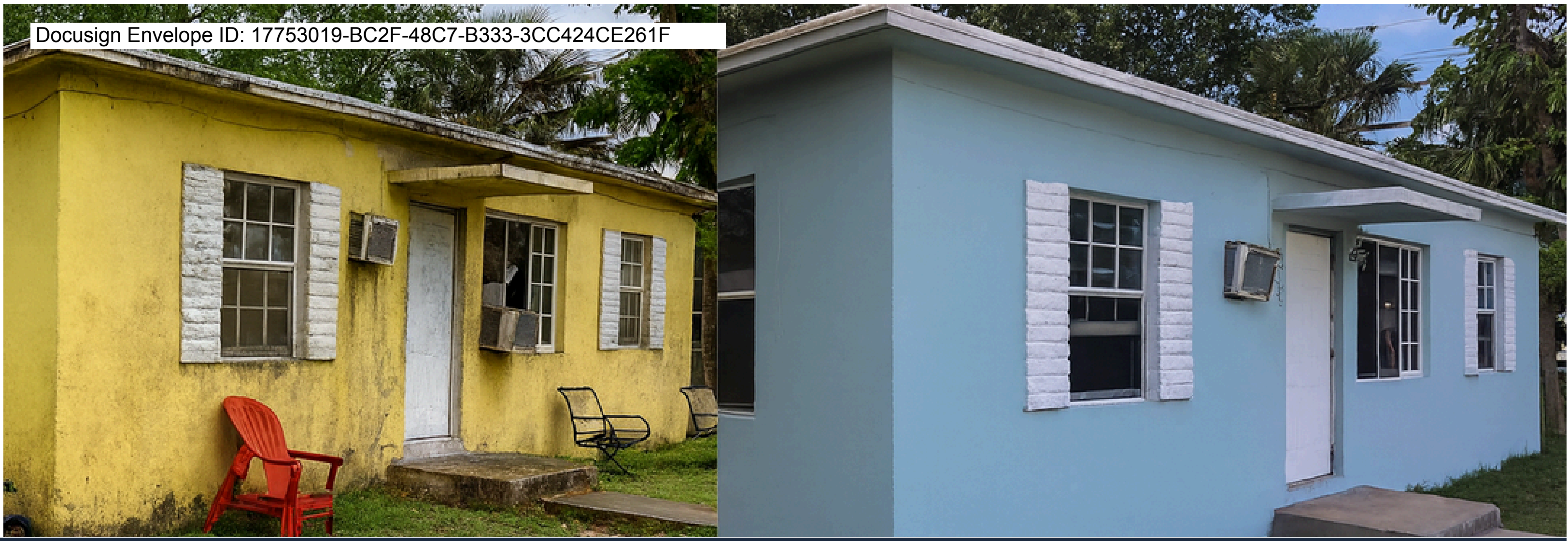
Approved as to form and legal sufficiency:

Signed by:
By: Steven Zelkowitz
DC108D2A92DA4B8...
Taylor Duma LLP
NLCRA Attorney

REBUIDLING TOGETHER MIAMI-DADE, INC., a Florida nonprofit corporation

DocuSigned by:
By: Martina Spolini
CCD5A96CD5E842D...
Name: Martina Spolini
Title: Executive Director

Exhibit A
Scope of Services



Beautification Program

Homes Renewed, Community Revived

Through its partnership with **Rebuilding Together Miami-Dade,** the **Naranja Lakes CRA** is investing in community revitalization and combating neighborhood blight.

This grant supports **exterior home improvements** and targeted emergency repairs, advancing the CRA's mission to **strengthen and beautify the community.**

Enhanced community pride and curb appeal.

Strengthens property values and neighborhood stability.

Qualifying Exterior Improvements

- **Structural Repairs** – Roof, soffits, exterior walls, porch/entryway, garage doors, awnings.
- **Curb Appeal** – Painting, landscaping, driveway resealing, mailboxes, house numbers, decorative accents
- **Safety & Security** – Impact-rated doors, broken window replacement, lighting upgrades, fences/gates.
- **Maintenance & Functionality** – Pressure washing, drainage improvements

Emergency Safety Repairs

- **Essential Systems –** Water heater replacement, HVAC repair, minor electrical work (smoke detectors, outlets).
- **Plumbing & Structural –** Leak repairs, ceiling stabilization, broken window/door locks.

Naranja Lakes
Community Redevelopment Agency

info@rtmiami.org

Rebuilding Together
Miami-Dade

REVITALIZING HOMES, UPLIFTING NEIGHBORS