



NW 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
Arcola Lakes Public Library  
8240 NW 7th Avenue, Miami, FL 33150

### **Emergency Meeting Agenda**

**May 7, 2020**

**4PM**

- I. Call to Order
- II. Roll Call and Introductions
- III. Reasonable Opportunity for the Public to be Heard— *Rule 6.06 (2 minutes per speaker)*  
*\*E-mails and voicemail messages to be read into the record, per the CAO Opinion*
- IV. Approval of Agenda
- V. Action Items
  - A. Resolution Approving the Amended Fiscal Year 2019-2020 Budget in the Total Amount of \$1,916,729 to Include Funding for an Emergency Grants Program
  - B. Resolution Approving an Emergency Small Business Grant Program
  - C. Resolution Authorizing an Agreement with Neighbors and Neighbors, Inc. for the Administration of an Emergency Small Business Grant Program in the Amount of \$20,000
- VI. Adjournment

**RESOLUTION NO. CRA- 01-2020**

RESOLUTION APPROVING THE AMENDED FISCAL YEAR 2019-2020 BUDGET FOR THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY IN THE TOTAL AMOUNT OF \$1,916,729.00; AND DIRECTING THE EXECUTIVE DIRECTOR OR THE EXECUTIVE DIRECTOR'S DESIGNEE TO SUBMIT THE AMENDED BUDGET TO MIAMI-DADE COUNTY FOR APPROVAL BY THE MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

**WHEREAS**, the Board of Commissioners ("Board") of the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency ("Agency") adopted the Agency's annual budget for Fiscal Year 2019-2020 for the Agency and the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Area ("Area") on August 7, 2019 through Resolution No. CRA-02-2019; and

**WHEREAS**, the Miami-Dade Board of County Commissioners approved the Agency's FY 2019-20 budget on November 19, 2019 through Resolution No. R-1227-19; and

**WHEREAS**, due to the global pandemic caused by Coronavirus Disease 2019 (COVID-19), the Board wishes to amend the Fiscal Year 2019-20 budget to fund emergency grants in the Area,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY**, that:

**Section 1.** The matters contained in the foregoing recitals are incorporated in this Resolution by reference.

**Section 2.** This Board approves the Agency and the Area's amended annual budget for Fiscal Year 2019-2020 in the total amount of \$1,916,729.00, in the form attached hereto as Exhibit 1 and incorporated herein by reference. This Board further directs the Executive

Director or the Executive Director's designee to submit the amended budget to Miami-Dade County for approval by the Miami-Dade Board of County Commissioners.

The foregoing resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

Oliver L. Gross, Chairman	
Rasha Soray-Cameau, Vice Chairwoman	
Ronald E. Frazier	Francesca Menes
Demetrius Walton	

The Chairperson thereupon declared the resolution duly passed and adopted this 7th day of May, 2020.

**N.W. 79<sup>th</sup> STREET COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Demetrius Walton  
N.W. 79<sup>th</sup> Street CRA Secretary

Approved by CRA Attorney as  
to form and legal sufficiency. \_\_\_\_\_

Terrence A. Smith



**Date:** May 7, 2020

**To:** Oliver Gross, Chairman  
and Board Members NW 79<sup>th</sup> Street Community Redevelopment Agency

**From:** Jorge M. Fernandez, Executive Director  
NW 79<sup>th</sup> Street Community Redevelopment Agency

**Subject:** NW 79<sup>th</sup> Street CRA: Amendment to the FY 2019-20 Budget

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### **Recommendation**

It is recommended that the Board of Commissioners (Board) of the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency (Agency) approve the accompanying resolution amending the Agency's FY 2019-20 budget in the amount of \$1,916,729. It is further recommended that the Board authorize the Executive Director or the Executive Director's to submit the amended budget to Miami-Dade County for approval by the Miami-Dade Board of County Commissioners.

### **Fiscal Impact**

The amendment to the current fiscal year budget will re-program \$400,000 from the *Acquisition and Development Opportunities* and Corridor Façade Grant Program to the newly-created Emergency Grant Program line item to fund the emergency grants to small businesses in the Redevelopment Area in the amount of \$3,000 for 133 small businesses. This action will decrease the funding available for development to \$1,004,789 and the façade program to a balance of zero, respectively.

If approved, this budget amendment will be forwarded to the Board of County Commission as a ratification item under the Miami-Dade County declared State of Emergency Order issued on March 19, 2020.

### **Background**

In January 2020, the World Health Organization identified and declared a severe acute respiratory virus, Coronavirus Disease 2019 (COVID-19) to be a public health emergency crisis of international concern. As a result, Governor DeSantis and Mayor Carlos Gimenez have issued declarations of emergency requiring the closure of non-essential business and requiring residents to stay-at-home to reduce the spread of COVID-19. These sudden and unforeseen closures of businesses have had a detrimental effect on many small and large businesses, including, not limited to, in the Redevelopment Area. The total economic losses are still being calculated, but will no doubt be exceptional and unprecedented.

Based on preliminary data, there are more than 300 businesses within the Redevelopment Area that could potentially qualify to receive funding. If the Board desires to fund additional emergency grants, another budget amendment will be required and additional funds will need to be identified.

As shown in the attachment to the resolution, it is important to note that by approving the re-programming of funding to support the emergency small business grant program, the Board's ability to execute a portion or several of the priorities identified in the Agency's Action Plan—namely, acquiring a parcel of land or building for development—may be affected.

Attachment: Exhibit 1

**NW 79th Street**  
**Community Redevelopment Agency**  
**FY 2019 - 2020 Proposed Budget**  
(FY 2019-20 begins October 1, 2019)

		<b>FY 19-20 Adopted Budget</b>	<b>FY 19-20 Amended Budget</b>
<b><u>Revenues</u></b>			
UMSA Tax Increment Revenue (TIR)		293,150	293,150
County Tax Increment Revenue (TIR)		709,509	709,509
Carryover from prior year		901,070	901,070
Interest earnings		13,000	13,000
<b><u>Revenue Total</u></b>		<b>1,916,729</b>	<b>1,916,729</b>
<b><u>Expenditures</u></b>			
<b>Administrative Expenditures:</b>			
Meeting Costs		1,000	1,000
Advertising, Printing & Mail Services		2,000	2,000
Travel (includes Educational Seminars)		14,000	14,000
CRA Support Staff Office Supplies		2,000	2,000
Other Admin. Exps (Direct Cnty Support)		51,000	51,000
<b>(A) Subtotal Admin Expenses</b>		<b>70,000</b>	<b>70,000</b>
County Administrative Charge at 1.5%		15,040	15,040
<b>(B) Subtot Adm Exp &amp; County Charge</b>		<b>85,040</b>	<b>85,040</b>
<b>Operating Expenditures:</b>			
Repayment for FON and Plan		40,000	40,000
Memberships and State Fee		900	900
Contractual services		-	-
Printing, Publishing & Social Media		25,000	25,000
Marketing & Promotional Events		50,000	50,000
Meeting Room Expenses		1,000	1,000
Legal Services		10,000	10,000
Administrative & Program Support - Econ. Dev. Coord.		65,000	65,000
Professional Services		100,000	100,000
Property Maintenance		-	-
Property Assessment and Fees		-	-
Corridor Façade Grant Program		100,000	0
Emergency Grants Program		0	400,000
Business Training Programs Support		60,000	60,000
Land Appraisal / Acquisition		1,304,789	1,004,789
Infrastructure		75,000	75,000
<b>(C) Subtotal Oper. Expenses</b>		<b>1,831,689</b>	<b>1,831,689</b>
<b>(D) Reserve</b>		<b>0</b>	<b>0</b>
<b><u>Expenditure Total (B+C+D)</u></b>		<b>1,916,729</b>	<b>1,916,729</b>

**RESOLUTION NO. CRA-02-2020**

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING THE CREATION OF AN EMERGENCY GRANT PROGRAM IN AN AMOUNT NOT TO EXCEED \$320,000.00 FOR THE PURPOSE OF PROVIDING FUNDING TO UP TO 100 SMALL BUSINESSES LOCATED IN THE REDEVELOPMENT AREA AND WHICH HAVE BEEN NEGATIVELY IMPACTED BY THE ORDERED SHUT DOWN OF NON-ESSENTIAL BUSINESSES BY THE GOVERNOR AND THE COUNTY MAYOR DUE TO THE NOVEL CORONAVIRUS DISEASES 2019 (COVID-19) PANDEMIC; AND AUTHORIZING THE EXECUTIVE DIRECTOR, EXECUTIVE DIRECTOR'S DESIGNEE OR SUCH OTHER REPRESENTATIVE OF THE AGENCY TO EXECUTE GRANT AGREEMENTS WITH THE BUSINESSES APPROVED FOR FUNDING THROUGH THE GRANT PROGRAM AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN WITHOUT FURTHER BOARD APPROVAL

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, that:

**Section 1.** The matter contained in the foregoing recital is incorporated in this Resolution by reference.

**Section 2.** This Board approves the creation of an emergency grant program ("Grant Program") in an amount not to exceed \$320,000.00 for the purpose of providing funding to up to 100 small businesses located in the Redevelopment Area and which have been negatively impacted by the ordered shut down of non-essential businesses by the Governor and the County Mayor due to the novel coronavirus diseases 2019 (COVID-19) pandemic, as more fully

described in Exhibit 1 attached hereto and incorporated herein by reference. This Board further authorizes the Executive Director, Executive Director's designee or such other representative of the Agency to execute grant agreements with the businesses approved for funding through the Grant Program and to exercise all provisions contained therein without further Board approval.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Oliver L. Gross, Chairman	
Rasha Soray-Cameau, Vice Chairwoman	
Ronald E. Frazier	Francesca Menes
	Demetrius Walton

The Chairperson thereupon declared the resolution duly passed and adopted this 7<sup>th</sup> day of May, 2020.

**N.W. 79<sup>th</sup> STREET COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_

N.W. 79<sup>th</sup> Street CRA Secretary

Approved by CRA Attorney as  
to form and legal sufficiency. \_\_\_\_\_

Terrence A. Smith



**Date:** May 7, 2020

**To:** Oliver Gross, Chairman  
and Board Members NW 79<sup>th</sup> Street Community Redevelopment Agency

**From:** Jorge M. Fernandez, Executive Director  
NW 79<sup>th</sup> Street Community Redevelopment Agency

**Subject:** Resolution Approving an Emergency Small Business Emergency Grant Program

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### **Recommendation**

It is recommended that the Board of Commissioners (Board) of the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency (Agency) approve the creation of an emergency grant program (Grant Program) in an amount not to exceed \$320,000 for the purpose of providing funding to up to 100 small businesses located in the Redevelopment Area and which have been negatively impacted by the ordered shut down of non-essential businesses by the Governor and the County Mayor due to the novel coronavirus diseases 2019 (COVID-19) pandemic. It is further recommended that the Board authorize the Executive Director, Executive Director's designee or such other representative of the Agency to execute grant agreements with the businesses approved for funding through the Grant Program and to exercise all provisions contained therein without further Board approval.

### **Fiscal Impact**

The Grant Program will offer \$3,000 to up to 100 small businesses in the redevelopment area for a total of \$320,000. The funding of both the administration and actual grants are budgeted for FY 2019-20 through the Professional Services (*Grants*) line item in the amount of \$100,000. Staff is recommending the re-programming of an additional \$220,000 from the *Land Appraisal/Acquisition* line item to cover the costs of the grants and the administration of the emergency grants program.

Since this request will increase the grants budget from \$100,000 to \$320,000 and decrease the property acquisition budget to \$1,084,789, a separate item on the Boards agenda seeks the Board's approval to amend the FY 2019-2020 to re-program funding.

### **Background**

Earlier this year the World Health Organization (WHO) identified and declared a severe acute respiratory illness, COVID-19, to be a public health emergency of international concern and further declared it to be a pandemic. This action was followed by the Centers for Disease Control and Prevention (CDC) issuing a series of international travel advisories restricting non-essential travel in an effort to minimize the spread of the virus.

On March 9, 2020, Florida Governor Ron DeSantis declared a state emergency due to the COVID-19 public health crisis, and, subsequently Mayor Carlos Gimenez ordered the closing of all non-essential businesses on March 19, 2020. This was finally followed by the Governor's issuance of a "safer at home" Order for the Miami-Dade, Broward, Palm Beach and Monroe counties one week later. These sudden and unforeseen closures and stay-at-home orders have had a deleterious effect on many small and large businesses on all levels—local, national and abroad.



Small business, especially those within the Redevelopment Area, have been hit particularly hard. The total economic losses are still being calculated, however, it is estimated that more than 300,000 South Florida jobs could be lost due to the COVID pandemic.

While the federal government created the Coronavirus Relief Fund—established under the CARES Act 2020 to provide direct funding to states and local governments with a population over 500,000 and the State is also offering some relief—many small businesses will require more immediate assistance. Therefore, in consultation with the Chairman and Economic Development Coordinator Ron Butler, a temporary emergency relief grant program is recommended to assist the severely impacted businesses within the Agency district.

As detailed in the application attached to the resolution, the proposal is to provide up to \$3,000 emergency grants on a first-come, first-serve basis. These grants will be available immediately and are for eligible existing small businesses within the redevelopment area. The business must have 10 employees or less to qualify and must show a 50 percent drop in revenues since March 6, 2020. These grants can be used for rent, mortgage, payroll, inventory, emergency repairs, utilities, insurance, etc. Any business which does not abide by the program guidelines, will be required to re-pay the Agency. Specifically, the emergency grants program will work in the following manner:

1. A business will contact an agency approved by the Agency for an application to determine their eligibility.
2. The approved agency will coordinate the receipt of a complete application and back-up materials.
3. The approved agency will bundle and forward a single check request and attestation to Miami-Dade County (Office of Management and Budget, "OMB") along with all back-up/justification materials, for those businesses which qualify based on the Agency's application guidelines.
4. The County, through the Miami-Dade Office of Management and Budget, will forward payment directly to the approved agency to expedite disbursement to the respective businesses through formats which allow for appropriate tracking and flexibility, in light of the social distancing constraints and requirements (i.e., via direct mail, electronically, Paypal, Venmo, CashApp, etc.). The approved agency will forward payment to businesses within
5. The approved agency will follow-up with the business after payment is made to ensure compliance with the Agreement and offer any technical assistance which may be needed.
6. Based on the duration of the emergency grant process, the approved agency will provide a report of all emergency grants awarded (and other details) after months 2 and 4.
7. A close-out report will be forwarded to the Agency at the conclusion of the entire emergency grants process.

Any business which does not abide by the terms the Agreement will be deemed to be in breach of the Agreement and the Agency will direct the business to return the funds that have been disbursed to it.

As a result of the need to make sure that small businesses in the Redevelopment Area quickly receive the benefits of the Grant Program, staff recommends that it is the Agency's best interest to delegate to the Executive Director, the Executive Director's designee or such other representative designated by the Agency the authority to execute all grant agreements without seeking Board approval. There is a separate item on the Board's agenda to award a contract to Neighbors and Neighbors Association, Inc. (NANA) for the purpose of administering the Agency's grant programs, including the Grant Program. In the event that the Board awards the contract to NANA, NANA will be responsible for executing the agreements with the small businesses. However, the Executive Director, the Executive Director's designee or NANA will provide a report to the Board regarding the total number of small businesses that applied for and received funding and the names and addresses each month and a final report thirty days after close-out of the program.

## EXHIBIT 1

### The NW 79th Street Community Redevelopment Agency Emergency Small Business Grant Program

**EMERGENCY SMALL BUSINESS GRANTS:** In response to the economic crisis as a result of the Novel Coronavirus Disease 2019 (COVID-19), the NW 79th Street Community Redevelopment Agency (CRA) has launched an Emergency Small Business Grant Program to assist businesses within the CRA Redevelopment Area. The CRA is offering up to \$3,000 grants to help keep your business open.

**ELIGIBLE USES/REQUIREMENTS:** To be eligible for the grant, your business must meet the following conditions:

1. Employ 10 employees or less
2. Be located within the NW 79th Street CRA Boundaries
3. Must prove at least a 50% loss in monthly revenue since March 1, 2020, and
4. Can be any locally-owned business. Exceptions include: Religious institutions, residences, adult entertainment businesses, bars and liquor stores are not eligible.
5. Applicable Miami-Dade County/state licenses must be up to date.
6. Owner/Operator or Applicant shall have no outstanding liens, violations, pending litigation with Miami-Dade County or the NW 79th Street CRA or any unpaid real and/or tangible personal property taxes.
7. Only one application, per business is allowed and must be signed by the majority owner of the business. Applicants may not submit multiple applications using different partners, family members or other persons.
8. Applications must be completed in full, signed and submitted to be considered

The grant can be used for the following business purposes: purchasing inventory, rent, mortgage payments, salaries and/or emergency repairs.

To apply, please complete the application on the following page. The time required to complete the application is approximately 20 minutes. Grants will be awarded on a first-come, first-served basis, until the CRA spends its entire emergency fund budget. The CRA will notify you of approval or denial within 7-10 business days of receipt of your application. If approved, the CRA will require proof of all payments to vendors and employees.

Please send or e-mail your completed application package to:

**Neighbors and Neighbors Association, Inc. (NANA)**

**5120 NW 24<sup>th</sup> Avenue**

**Miami, Florida 33150**

**Attention: Leroy Jones, Executive Director**

or [apply@nanafi.org](mailto:apply@nanafi.org) with the subject "NW 79th Street Emergency Grant"

Interested parties may contact Alice Townsend, NANA, at (305) 756-0605 to receive instructions on how to complete the application. Applicants must thoroughly review application guidelines and terms and conditions to ensure eligibility.

**NW 79th Street Community Redevelopment Agency  
Emergency Small Business Grant Program Application**

Is this business located within the NW 79th Street CRA Boundary? Yes \_\_\_\_\_ No \_\_\_\_\_

1. LEGAL NAME OF BUSINESS: \_\_\_\_\_
2. NAME OF OWNER, CEO, OR MANAGING PARTNER: \_\_\_\_\_
3. BUSINESS ADDRESS: \_\_\_\_\_
4. BUSINESS PHONE: \_\_\_\_\_ 4a. OWNER/CEO EMAIL: \_\_\_\_\_
5. DATE BUSINESS ESTABLISHED: \_\_\_\_\_ 5a. FEDERAL TAX ID#: \_\_\_\_\_
6. BUSINESS INDUSTRY: \_\_\_\_\_ 6a. COUNTY BUSINESS TAX NUMBER: \_\_\_\_\_
7. CHECK BUSINESS TYPE - SOLE PROPRIETORSHIP: \_\_\_\_\_ CORPORATION: \_\_\_\_\_ PARTNERSHIP: \_\_\_\_\_
8. NUMBER OF EMPLOYEES WORKING AT THIS LOCATION: \_\_\_\_\_
9. TOTAL 2019 REVENUE: ANNUAL \$ \_\_\_\_\_ MONTHLY (AVERAGE) \$ \_\_\_\_\_
10. Please provide all of the following:
  - a. Certified Copy of the Business's Articles of Organization or Incorporation
  - b. Copy of Current Lease
  - c. Copy of County Business License
11. Please provide proof that your business is losing 50% or more monthly revenue since March 1, 2020. Valid documents can include bank statements, business tax returns, or a certified statement from an accountant and can include cancelled contracts. Also, if you are currently closed, please send us proof of the closing of the business at this location. Please do not send copies of receipts. Attach your proof to this application.
12. List all uses of the grant funding, including the amount, vendor (payee), and purpose of the payment.

Payment Amount	Vendor/Payee Name	Purpose

13. TOTAL FUNDING REQUESTED (\$3,000 MAXIMUM): \_\_\_\_\_

*Additional information may be requested by the Agency to determine program eligibility. Certification and signature are required on the next page.*

NW 79th Street Community Redevelopment Agency  
Emergency Small Business Grant Program Application

***Certification and Signature Page***

This form must be signed by the CEO, Managing Principal, Majority Owner, or Corporate Officer with the power to bind the company to contracts.

The undersigned, by submitting this proposal, certifies the following:

1. That the Legal name of the Applicant's Company/Business submitting this application is:  
\_\_\_\_\_;
2. That I am the Sole Proprietor, President, CEO, or other officer of the Company, and as such have full authority to make this affidavit and execute all agreements on behalf of the Company;
3. That I am not an employee of Miami-Dade County;
4. That the information given herein and in the documents attached hereto are true and correct, and;
5. In submitting this proposal, the Applicant/Company agrees with all the terms, conditions, and specifications required by the NW 79th Street Corridor Community Redevelopment Agency in this grant application, and that applicant/company has this document and fully understand its contents.
6. By executing this application that the funds provided herein will only be used for the purposes stated herein and if not used for the purposes stated herein the CRA shall have the right to demand repayment of all or a portion of the funds, in its sole discretion.
7. In the event that my request for funding is approved by the Agency, I understand and agree that no funds will be disbursed to me until I execute an agreement with the CRA and comply with the terms therein.
8. You will be required to provide receipts/proof for all qualifying expenses claimed under this grant within 30 days of receipt of grant funds. If applicant/company does not follow the above requirements, the grant will be due in full.
9. The grantee will be required to provide any reporting information (oral, written, in-person) to the CRA in future meetings.

The information submitted on this document is true to the best of my knowledge.

\_\_\_\_\_  
Name

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

*The NW 79th Street CRA reserves the right at its sole and absolute discretion, to reject any and all grant applications, postpone or cancel the grant program or waive any irregularities in applications submitted for funding.*

**NW 79TH STREET COMMUNITY REDEVELOPMENT AGENCY**  
**EMERGENCY SMALL BUSINESS GRANT PROGRAM**

**Terms and Conditions**

This Grant Application is binding upon the Recipient Business/Grantee and Owner (hereinafter collectively referred to as "Grantee"). Grantee shall be and is bound to comply with all applicable federal, state and local laws, regulations ordinances, resolutions and the N.W. 79th Street Corridor Community Redevelopment Agency's requirements pertaining to this Application, including but not limited to maintaining all required business and commercial licenses and insurance, conducting background checks, and complying with Section 119.0701 of the Florida Statutes as may be applicable. This document has no intended third party or unintended third party beneficiaries.

**Breach:** A breach by Grantee shall have occurred under this document if: the Grantee fails to fulfill in a timely and/or proper manner any and all of its obligations, covenants, agreement and stipulations in this document. If the Grantee breaches, the CRA may pursue any or all of its legal remedies. The Executive Director or Executive Director's designee is authorized to suspend, terminate and/or seek repayment of grant funds on behalf of the CRA. The total grant awarded funded pursuant to this document may be due and payable to the CRA at the sole discretion of the Executive Director or his designee.

**Civil Rights:** The Grantee agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in various areas, including employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, as amended which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 § U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq; and the Domestic Violence Leave Ordinance, codified as § 11A -60 et. seq. of the Miami-Dade County Code.

**Payment Procedures:** If Grantee is selected to receive grant funds, the CRA agrees to pay the Grantee for the purpose and services described in this Application. ***The Grantee shall keep on file all invoices and payment documentation associated with this Application for a period of no less than three (3) years from the date Grantee received final award amount pursuant to this Application.***

**Prohibited Use of Funds:** The Grantee shall not utilize CRA funds for religious purposes or to retain legal counsel for any action or proceeding against the CRA or any other of its agents, instrumentalities, employees, or officials. The Grantee shall not utilize CRA funds for any purpose other than as approved by the CRA in the CRA's sole discretion.

**Records, Reports, and Audits:**

- A. Supporting Documentation. The Grantee shall submit proof of active corporate status by providing, as part of this Application, a completed W-9 form and certificate of Corporate Status from the State of Florida Division of Corporations.
- B. Office of Miami-Dade Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all CRA contracts throughout the duration of each agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.
- C. Independent Private Sector Inspector General Review. Pursuant to Miami-Dade County Administrative Order 3-20, the Grantee is aware that the CRA has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the CRA deems it appropriate to do so and at the CRA's expense. The Grantee shall make available to the IPSIG retained by the CRA, all requested records and documentation pertaining to this Application for inspection and copying, including documents held by sub-consultants assignees. The CRA may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the CRA by the Grantee or by any third party.

**Grant Period:** All purchases made with CRA funds shall be completed by the grant expiration date. The Grantee shall forfeit any grant funds which have not been expended and/or requested in a form acceptable to the CRA (original invoice/receipt and proof of purchase), at the CRA's sole discretion, before or on the grant's expiration date (September 30 of grant fiscal year). The Grantee must ensure all documentation is submitted to the Program Administrator (an entity selected to administer the Emergency Grant Program, including but not limited to NANA or another organization selected by the CRA) and is forwarded to the CRA within 30-day of the disbursement of grant funds.

**Transfer of Ownership:** Any grant hereunder is awarded on the condition that the Grantee maintains ownership of and continues to operate for a period of eighteen (18) months from the date Grantee signs this Application. If the Owner transfers ownership of the Recipient Business or discontinues business operations before the expiration of the eighteen-month (18) period, the total amount awarded and disbursed to the Grantee under this Application may be due and payable to the CRA at the sole discretion of the CRA.

**Indemnification:** The Grantee shall indemnify and hold harmless the CRA and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CRA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of relating to or resulting from this Application and/or in connection to Grantee or its employees, agents, servants, partners, principals, or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by this Application or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA or its officers, employees, agents, and instrumentalities as herein provided.

**Jurisdiction and Venue:** This Agreement shall only be enforced to the extent that it is consistent with the laws of the State of Florida and the United States and any dispute arising hereunder shall be brought by the parties in a court of competent jurisdiction located in Miami-Dade County, Florida.

**Severability Clause:** If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect.

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

**Waiver:** The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other provision or term of this Agreement.

**Entire Agreement:** This Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral.

**Amendments:** This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the each of the Parties in existence at the time.

**Further Assurances:** Each Party covenants that it will take all reasonable actions with acknowledgment, any and all documents and writings that may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement and to provide and secure to the other party's rights and privileges under this Agreement.

**Assurance Regarding Preexisting Contracts:** Each Party warrants that as of the date of execution of this Agreement, it has executed no purchase agreement or any other agreements that would violate any provision of this Agreement.

**IN WITNESS WHEREOF** the parties have executed this Agreement effective as of the contract date herein above set forth.

**GRANTEE:** \_\_\_\_\_

Signature: \_\_\_\_\_

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

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

Witness: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**NEIGHBORS AND NEIGHBORS ASSOCIATION, INC**

By: \_\_\_\_\_

Name: Leroy Jones

Title: Executive Director

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

Attest: \_\_\_\_\_

Signature: \_\_\_\_\_

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

**RESOLUTION NO. CRA-03-2020**

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY WAIVING FORMAL BID PROCEDURES PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE, AND BID PROTEST PROCEDURES OF SECTIONS 2-8.3 AND 2-8.4 OF THE COUNTY CODE BY A TWO-THIRDS VOTE OF THE BOARD MEMBERS PRESENT; AWARDING A CONTRACT TO NEIGHBORS AND NEIGHBORS ASSOCIATION, INC., TO PROVIDE EMERGENCY SMALL GRANT PROGRAM SERVICES TO THE AGENCY IN AN ESTIMATED AMOUNT OF \$20,000.00 AND A FOR TERM OF SIX MONTHS, FOR THE PURPOSE OF ADMINISTRATING AN EMERGENCY GRANT PROGRAM, WHICH IS BEING CREATED BY THE AGENCY FOR THE PURPOSE OF PROVIDING FUNDING TO UP TO 100 SMALL BUSINESSES LOCATED IN THE REDEVELOPMENT AREA AND WHICH HAVE BEEN NEGATIVELY IMPACTED BY THE ORDERED SHUT DOWN OF NON-ESSENTIAL BUSINESSES BY THE GOVERNOR AND THE COUNTY MAYOR DUE TO THE NOVEL CORONAVIRUS DISEASES 2019 (COVID-19) PANDEMIC; AND AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR OR HIS DESIGNEE TO EXECUTE SUCH CONTRACT FOR AND ON BEHALF OF THE AGENCY, TO EXERCISE ALL PROVISIONS OF THE CONTRACT PURSUANT TO SECTION 2-8.1 OF THE COUNTY CODE AND IMPLEMENTING ORDER 3-38, AND TO INCREASE THE AMOUNT OF THE CONTRACT WITH NANA, IF NEEDED, BY AN ADDITIONAL 25 PERCENT WITHOUT APPROVAL FROM THIS BOARD

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, that:



**Section 1.** The matters contained in the foregoing recitals are incorporated in this Resolution by reference.

**Section 2.** This Board finds it is in the best interest of the N.W. 79th Street Corridor Community Redevelopment Agency (“Agency”) to waive formal bid procedures, pursuant to Section 2-8.1 of the County Code, by a two-thirds (2/3) vote of the Board members present, and award a contract to Neighbors and Neighbors, Association, Inc. (“NANA”) in an estimated amount of \$20,000.00 and for a term of six months, for the purpose of administering an emergency grant program, which is being created by the Agency for the purpose of providing funding to up to 100 small businesses located in the Redevelopment Area and which have been negatively impacted by the ordered shut down of non-essential businesses by the Governor and the County Mayor due to the novel coronavirus diseases 2019 (COVID-19) pandemic (“Grant Program”). This Board further authorizes the Executive Director to execute such contract, in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, and exercise all provisions of the contract pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. This Board further authorizes the Executive Director or Executive Director’s designee to increase the amount of the contract with NANA, if needed, by an additional 25 percent without approval from this Board.

**Section 3.** This Board also waives the procedures contained in Sections 2-8.3 and 2-8.4 of the County Code pertaining to bid protests, by a two-thirds (2/3) vote of the Board members present.

The foregoing resolution was offered by Commissioner \_\_\_\_\_, who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

Oliver L. Gross, Chairman  
Rasha Soray-Cameau, Vice Chairwoman  
Ronald E. Frazier  
Francesca Menes  
Demetrius Walton

The Chairperson thereupon declared the resolution duly passed and adopted this \_\_\_\_ day  
of \_\_\_\_\_, 2020.

**N.W. 79<sup>th</sup> STREET COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_

N.W. 79<sup>th</sup> Street CRA Secretary

Approved by CRA Attorney as  
to form and legal sufficiency. \_\_\_\_\_

Terrence A. Smith



**Date:** May 7, 2020

**To:** Oliver Gross, Chairman  
and Board Members NW 79<sup>th</sup> Street Community Redevelopment Agency

**From:** Jorge M. Fernandez, Executive Director  
NW 79<sup>th</sup> Street Community Redevelopment Agency

**Subject:** Resolution Approving an Agreement with Neighbors and Neighbors Association, Inc. for the Administration of the Agency's Emergency Grants Program

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### **Recommendation**

It is recommended that the Board by a two-thirds vote of the Board members present waive the competitive bidding process and the bid protest procedures, and authorize the Executive Director or Executive Director's designee to execute an agreement with Neighbors and Neighbors Association, Inc. (NANA) in an amount not to exceed \$20,000 and for a term of six months for the purpose of administering an emergency grant program, which is being created by the Agency for the purpose of providing funding to up to 100 small businesses located in the Redevelopment Area and which have been negatively impacted by the ordered shut down of non-essential businesses by the Governor and the County Mayor due to the novel coronavirus diseases 2019 (COVID-19) pandemic (Grant Program). It is further recommended that the Board authorize the Executive Director or the Executive Director's designee to exercise all provisions contained in the agreement with NANA.

### **Fiscal Impact**

The administration of the emergency grants is \$20,000 and is budgeted for in the FY 2019-20 through the Professional Services (*Grants*) line item in the amount of \$100,000. The total amount to be allocated to the Grant Program is \$420,000.

### **Background**

In December 2019, the Agency's staff advertised a Request for Proposal for a Grants Administrator. However, no responses were received. In February 2020, the Board approved the Redevelopment Area's Improvement & Redevelopment Grant Program (AIRGP). Thereafter, the Agency's staff advertised another Request for Proposals seeking a grants administrator, but once again no proposals were submitted.

The Board is considering in a separate item the creation of the Grant Program, which will provide funding to up to 100 small businesses located in the Redevelopment Area and which have been negatively impacted by the ordered shut down of non-essential businesses by the Governor and the County Mayor due to COVID-19. In an effort to expedite the administration of the Grant Program, the Agency's staff recommends that the Board approve a contract with NANA to administer the program. NANA has a proven track record of administering similar programs. For instance, NANA currently administers Miami-Dade County's Mom and Pop Small Business Grant Program which provides financial and technical assistance to qualified small businesses approved to receive dedicated funding through Miami-Dade County.

Page Two

N.W. 79<sup>th</sup> Street Community Redevelopment Agency

May 7, 2020

Resolution Approving an Agreement with Neighbors and Neighbors Association, Inc.

In this capacity, NANA assists small businesses with business training, negotiations with government agencies, permitting process, licenses, code compliance, completing grant and loan applications, County business entity registration and non-computer literate business owners. Funds from the grant can be used to purchase equipment, supplies, advertising/marketing, inventory, building liability insurance, security systems and to make small renovations.

NANA has also served as the NW 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency (NW 7<sup>th</sup> Avenue CRA) grants coordinator since March 2013; working with more than 50 entities through various steps of the grant process continuum (e.g., from initial inquiry about grant assistance to receiving an award and closing out the project). NANA's contract with the NW 7<sup>th</sup> Avenue CRA includes a scope of work that comprises no less than 15 contracted activities, some of which included: marketing and publicizing the Agency's grant programs; conducting grant orientations for interested businesses, participating in the selection committee for the latest round of grant applicants; reviewing and ranking grant applications and processing grant payment packages. Presently, the NW 7<sup>th</sup> Avenue CRA, like the Agency, is considering creating a similar emergency grant program which will be administered by NANA.

Accordingly, this Agency's staff believes that it is in the Agency's best interest to waive the competitive solicitation process and authorize the Executive Director or the Executive Director's designee to execute a contract with NANA for the purpose of administering the Grant Program.

Attachment

## EXHIBIT 1

### AGREEMENT BETWEEN THE NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AND NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.

**THIS AGREEMENT** made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_ 2020 by and between Neighbors and Neighbors Association, Inc. (“NANA” or “Contractor”), a corporation organized and existing under the laws of the State of Florida having its principal office at 5120 N.W. 24<sup>th</sup> Avenue , Miami, Florida 33142 (hereinafter referred to as the "Contractor"), and the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency, a body politic and corporate, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "Agency").

#### WITNESSETH:

**WHEREAS**, the Agency was created by the Miami-Dade County Board of County Commissioners in 2011 and serves the NW 79th Avenue Corridor of unincorporated Miami-Dade County (hereinafter referred to as the “Area”); and

**WHEREAS**, the mission of the Agency is to: reposition the Area as a major regional employment center; support the growth and expansion of existing businesses in the Area; support development of new business in the Area; provide training and increased employment opportunities for residents of Northwest Miami-Dade; and redevelop the Area, supporting a mix of business, residential and commercial opportunities within the Area; and

**WHEREAS**, in response to the recent outbreak of the Novel Coronavirus Disease 2019 (“COVID-19”), the Centers for Disease Control and Prevention has deemed it necessary to restrict non-essential travel; and

**WHEREAS**, due to the declaration of a public health crisis on March 1, 2020 as a result of COVID-19, the Governor of the State of Florida declared a state emergency on March 9, 2020; and

**WHEREAS**, one of the Agency’s mission is to provide small business grants to the Area’s businesses and a grant program was approved by the Board of Commissioners on January 29, 2020; and

**WHEREAS**, small businesses have been disproportionately affected by the temporary closure of all non-essential services; and

**WHEREAS**, the Agency has created an emergency grant program for the purposes of providing funding to up to 100 small businesses located in the Redevelopment Area and which have been negatively impacted by the ordered shut down of non-essential businesses by the Governor and the County Mayor due to the novel coronavirus diseases 2019 (COVID-19) pandemic (“Grant Program”); and

**WHEREAS**, NANA has a proven track record of administering similar grant programs for governmental entities such as Miami-Dade County and to several community redevelopment agencies successfully since 2013 and has demonstrated a capacity to immediately execute and disseminate emergency small business grants; and

**WHEREAS**, the Agency wishes to engage NANA to administer the Grant Program on behalf of the Agency,

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

## **ARTICLE 1. DEFINITIONS**

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

- a) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work Services (Attachment 1), all other appendices and attachments hereto, all amendments issued hereto, RFP No. 7THAV2018-003, which is attached hereto and incorporated by reference as Attachment 5, and all associated addenda, and the Contractor's Proposal.
- b) The words "Contract Date" to mean the date on which this Agreement is effective.
- c) The words "Contract Manager" to mean the Agency's Executive Director, or the duly authorized representative designated to manage the Contract.
- d) The word "Contractor" to mean to mean the Proposer that receives any award of a contract from the Agency as a result of this Solicitation and its permitted successors and assigns.
- e) The word "Contractor Budget" shall mean the documents attached hereto as Attachment 2, which details the allowable direct and indirect/administrative costs that will be funded under this Agreement.
- e) The word "Days" to mean Calendar Days.
- f) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Agency's Project Manager for review and approval pursuant to the terms of this Agreement.
- g) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Agency's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Agency's Project Manager.
- h) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the Agency.
- i) The word "Project Manager" to mean the Agency's Executive Director or the duly authorized representative designated to manage the Project.
- j) The word "Proposer" means one or more entities that submits a single proposal in response to this RFP. In the event, of two or more entities submitting a single proposal, such entities, if awarded, will be jointly and severally liable under the contract with the Agency.
- k) The word "Scope of Work Services" to mean the document appended hereto as Attachment 1, which details the work to be performed by the Contractor.
- l) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- m) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

## **ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions; 2) the Scope of Work Services (Attachment 1); 3) the Agency's RFP (No. 7THAV2018-003) and any associated addenda and attachments thereof, and; 4) the Contractor's Proposal Response (Attachment 4).

## **ARTICLE 3. RULES OF INTERPRETATION**

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to

refer to this Agreement.

- d) The titles, headings, captions and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify or modify the terms of this Contract, nor affect the meaning thereof.

#### **ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Services, and render full and prompt cooperation with the Agency in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Agency's Project Manager.
- e) The Contractor acknowledges that the Agency shall be responsible for making all policy decisions regarding the Scope of Services. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Agency. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Agency with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

The Contract shall become effective \_\_\_\_\_, 2020 and terminate on \_\_\_\_\_, 2021. The Agency reserves the right to exercise its option to extend this Contract for up to one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension.

#### **ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or e-mail (if provided below) and followed with delivery of hard copy; and in any case addressed as follows:

**a) To the Agency:**

To the Contract Manager:

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency  
c/o Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Jorge M. Fernandez, Jr.  
Phone: (305) 375-5143 Fax:(305) 375-1569  
E-mail: [jjorge@miamidade.gov](mailto:jjorge@miamidade.gov)

**With copy to:**

County Attorney's Office  
111 NW 1<sup>st</sup> Street, Suite 2810  
Miami, Florida 33128  
Attention: Terrence A. Smith  
Assistant County Attorney  
Phone: (305) 375-1322  
Fax: (305) 375-5634  
E-mail: [asmith@miamidade.gov](mailto:asmith@miamidade.gov)

**b) To the Contractor:**

Attention: Leroy Jones  
Address: 5120 NW 24<sup>th</sup> Avenue, Miami, FL 33150  
Telephone: (305) 756-0605  
Fax: (305) 756-6008  
E-mail: [leroy@nanafl.org](mailto:leroy@nanafl.org)

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

**ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED**

The Contractor shall provide the services described in the Scope of Services (Attachment 1) and the Contractor's Budget (Attachment 2), which are hereby incorporated as part of this Agreement.

The Agency reserves the right to adjust the proposed Scope of Service(s) and budget(s) to conform to the Agency's established requirements and limitations.

The Contractor warrants that it has reviewed the Agency's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of Twenty Thousand Dollars and 00/100 (\$20,000.00) (Contract Price).

Notwithstanding the foregoing Contract Price, the parties acknowledge that the Agency will encumber \$20,000.00 of FY 2019-2020 tax increment financing funds for this Contract, subject to the approval of the Agency and the Miami-Dade Board of County Commissioners' approval of the Agency's FY 2019-20 budget. The Agency shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Agency and the Contractor.

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

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061, Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The Agency shall not be liable for any such expenses that have not been approved in advance, in writing, by the Agency. Additionally, All collateral materials, reports, studies and other printed material will be reproduced and reimbursed by the Agency.

**ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Agency at any time during the Contract term, including any renewal or extension thereof.



## **ARTICLE 9. METHOD AND TIMES OF PAYMENT**

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Agency periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Attachment 2 (Contractor Budget and Rate Schedule). All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Agency, shall show the Agency's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of the Agency that payment for all purchases by the Contractor shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Agency shall be forty-five (45) days from receipt of a proper invoice.

The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the Agency, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Agency, not later than sixty (60) days after the date on which the proper invoice was received by the Agency.

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

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Agency as follows:

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Jorge M. Fernandez, Jr. or Chimene Y. Graham

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

## **ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify and hold harmless the Agency and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Agency or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or subcontractors.

The Contractor shall pay all claims and losses in connection therewith shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Agency or its officers, employees, agents and instrumentalities as herein provided.

The Agency shall indemnify and hold harmless the Contractor and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Contractor or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the negligent performance of this Agreement by the Agency or its employees, agents, servants, partners principals or subcontractors. The Agency shall pay all claims and losses in connection therewith and shall pay all costs, judgments, and attorney's fees which may issue thereon. Notwithstanding the foregoing, the parties hereto acknowledge that the Agency is a self-insured and that the Agency's indemnification obligations in this Article 10 shall be subject to the provisions of Section 768.28, Fla. Stat., whereby the Agency shall not be liable to pay a personal injury or property damage claim or judgment by any one person

which exceeds the sum of \$200,000, or any claim or judgments or portion thereof, which when totaled with all other occurrence, exceeds the sum of \$300,000.

The Agency expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Agency shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Contractor or its officers, employees, agents and instrumentalities as herein provided.

Upon Agency's notification, the Contractor shall furnish to the Agency, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- a) Worker's Compensation Insurance for all employees of the Contractor as required by Florida Statute 440.
- b) Public Liability Insurance on a comprehensive basis in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.  
The Agency must be shown as an additional insured with respect to this coverage. The mailing address of N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency, 111 N.W. 1st Street, Suite 2200, Miami, Florida 33128-1974, as the certificate holder, must appear on the certificate of insurance.
- c) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Services, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.
- d) Professional Liability Insurance in an amount not less than \$1,000,000 with a deductible per claim not to exceed ten percent (10%) of the limit of liability.

The insurance coverage required shall include those classifications, as listed in standard liability insurance manuals, which most nearly reflect the operation of the Contractor. 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 "B" as to management, and no less than "Class V" as to financial strength by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the Agency.

OR

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

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days written advance notice to the Agency.**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the Agency.

If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the Agency.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Agency. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Agency at a minimum of thirty (30) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Agency shall suspend the Contract until such time as the new or renewed certificates are received by the Agency in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Agency may, at its sole discretion, terminate this contract.

#### **ARTICLE 11. MANNER OF PERFORMANCE**

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Agency in accordance with the terms and conditions of this Agreement. The Agency shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Agency, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the Agency and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Agency, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Agency. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Agency, should the Agency make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character and licenses as necessary to perform the Services described herein, in a competent and professional manner. Contractor agrees that the services under this Agreement shall be performed in conformance with the standards of care and quality adopted or accepted by professional organizations of similar applications.
- e) The Contractor shall at all times cooperate with the Agency and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services. Contractor shall be fully responsible for coordinating all the services required under this Agreement so as to insure that the services required are performed in an efficient, timely and economical manner.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

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

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

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

The Contractor is providing economic development and coordination services in an advisory basis, and does not have the authority to manage the employees, funds or budgets of the Agency. The Contractor does not have the power or

authority to bind the Agency in any promise, agreement or representation other than specifically provided for in this Agreement.

#### **ARTICLE 14. AUTHORITY OF THE AGENCY'S PROJECT MANAGER**

- a) The Contractor hereby acknowledges that the Agency's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Services; and claims for damages, compensation and losses.
- b) The Contractor shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order, unless the Contractor and Project Manager disagree as to such order and initiate a dispute in accordance with Article 14.c. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the Project Manager and Contractor shall submit their claim to non-binding arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, notwithstanding.

The demand for arbitration may not be made after the date when institution of legal or equitable proceedings to resolve the Dispute would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be non-binding.

- e) Should the Parties fail to resolve a dispute after exhausting the provisions of Article. 14 d) herein, Contractor and Agency shall resolve the dispute in a court of competent jurisdiction.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

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

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

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

## **ARTICLE 17. AUDITS**

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

Pursuant to Section 2-481 of the Miami-Dade Agency Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

## **ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Agency in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

## **ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT**

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

## **ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the Agency the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Agency may require. The Agency will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Agency.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the Agency, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Agency that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Agency that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The Agency shall have the right to withdraw its consent to a subcontract if it appears to the Agency that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the Agency's and Agency's proprietary and confidential information. Contractor shall furnish to the Agency copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Agency in the event the Agency finds the Contractor in breach of this Contract, permitting the Agency to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the Agency to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Agency to any subcontractor hereunder as more fully described herein.

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

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Agency were provided to the Contractor for evaluation purposes only.

However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the Agency makes no representations or guarantees; and the Agency shall not be responsible for the accuracy of the assumptions presented; and the Agency shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor.

The Contractor accepts all risk associated with using this information.

## **ARTICLE 22. SEVERABILITY**

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

## **ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The Agency may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
- b) The Agency may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Agency through fraud, misrepresentation or material misstatement may be debarred from Agency contracting for up to five (5) years in accordance with the Agency debarment procedures. The Contractor may be subject to debarment for failure to perform.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Agency may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the Agency exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Agency:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the Agency's materials and property;
  - iii. cancel orders;
  - iv. assign to the Agency and deliver to any location designated by the Agency any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the Agency under this Agreement; and
- f) In the event that the Agency exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
  - i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.

## **ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the Agency where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
  - viii. the Contractor has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and Article 31 of this Agreement.
- b) When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Agency may request that the Contractor, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

## **ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the Agency, the Agency may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Agency may be terminated. Notwithstanding, the Agency may, in its sole discretion, allow the Contractor to rectify the default to the Agency's reasonable satisfaction within a thirty (30) day period.

The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Agency prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

## **ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, the Contractor shall be liable for all direct damages resulting from the default, including but not limited to:

- a) lost revenues to the extent the Contractor would otherwise be liable under applicable law as adjudicated by a court of competent jurisdiction;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually and reasonably expended by the Agency for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

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

#### **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the Agency for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Agency's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Agency and defend any action brought against the Agency with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the Agency hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Agency's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Agency, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the Agency whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Agency may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Agency's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Agency in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Agency holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Agency, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Agency, unless required by law. In addition to the foregoing, all Agency employee information and Agency financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Agency. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Agency, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Agency in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of



its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Agency shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Agency, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Agency all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Agency. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

## **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade Agency is subject to the stipulations of Florida's Public Records Law.

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

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Agency's property, any computer programs, data compilations, or other software which the Agency has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Agency (hereinafter "Computer Software").

All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Agency and, if the Computer Software has been leased or purchased by the Agency, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

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

## **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the Agency retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Agency to the Contractor hereunder or furnished by the Contractor to the Agency and/or created by the Contractor for delivery to the Agency, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the Agency, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Agency's copyrights or other proprietary rights. Notwithstanding the preceding, the rights, title and interests in all materials, data, documentation and copies thereof developed under this Agreement using knowledge, methods, or technology that are either trade secret, proprietary or owned by the Contractor shall remain with the Contractor.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Agency,

hereinafter referred to as "Developed Works" shall become the property of the Agency.

- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works.

The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Agency, except as required for the Contractor's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Agency so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the Agency or entities controlling, controlled by, under common control with, or affiliated with the Agency, or organizations which may hereafter be formed by or become affiliated with the Agency.

Such license specifically includes, but is not limited to, the right of the Agency to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the Agency for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Agency or entities controlling, controlled by, under common control with, or affiliated with the Agency, or organizations which may hereafter be formed by or become affiliated with the Agency. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

### **ARTICLE 31. PUBLIC RECORDS DISCLOSURE**

Pursuant to Section 119.0701 of the Florida Statutes, the Contractor shall:

- a) Keep and maintain public records that ordinarily and necessarily would be required by the public agency in order to perform the service;
- b) Upon request of from the Agency's custodian of public records identified herein, provide the the Agency with a copy of the requested records or allow the public with access to public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- c) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the work under this Agreement if the Developer does not transfer the records to the County; and
- d) Meet all requirements for retaining public records and transfer to the Agency, at no cost to the Agency, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Contractor upon termination of this Agreement. Upon termination of this Agreement, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

For purposes of this Article 31, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.

In the event the Contractor does not comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes and this Article 31 of this Agreement, the Agency shall avail itself of the remedies set forth in Article 26 of this Agreement.

**IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, PLEASE CONTACT THE AGENCY'S CUSTODIAN OF PUBLIC RECORDS AT:**

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency  
c/o Miami-Dade County  
111 N.W. 1<sup>st</sup> Street, 22nd Floor  
Miami, Florida 33128  
Attention: Jorge Fernandez  
Email: [jjorge@miamidade.gov](mailto:jjorge@miamidade.gov)

**ARTICLE 32. VENDOR REGISTRATION/CONFLICT OF INTEREST**

- a) Vendor Registration: The Contractor shall be a registered vendor with the County – Internal Services Department (ISD), Procurement Management Division, for the duration of this Agreement. In becoming a Registered Vendor with Miami-Dade County, the Contractor confirms its knowledge of and commitment to comply with the following:

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| <p>1. <b>Miami-Dade County Ownership Disclosure Affidavit</b><br/>(Section 2-8.1 of the County Code)</p> <p>2. <b>Miami-Dade County Employment Disclosure Affidavit</b><br/>(Section 2-8-1(d)(2) of the County Code)</p> <p>3. <b>Miami-Dade Employment Drug-free Workplace Certification</b><br/>(Section 2-8.1.2(b) of the County Code)</p> <p>4. <b>Miami-Dade Disability and Nondiscrimination Affidavit</b><br/><br/>(Section 2-8.1.5 of the County Code)</p> <p>5. <b>Miami-Dade County Debarment Disclosure Affidavit</b><br/>(Section 10.38 of the County Code)</p> <p>6. <b>Miami-Dade County Vendor Obligation to County Affidavit</b><br/><br/>(Section 2-8.1 of the County Code)</p> <p>7. <b>Miami-Dade County Code of Business Ethics Affidavit</b><br/><br/>(Section 2-8.1(i) and 2-11(b)(1) of the County Code through (6) and (9) of the County Code and Section 2-11.1(c) of the County Code)</p> <p>8. <b>Miami-Dade County Family Leave Affidavit</b><br/>(Article V of Chapter 11 of the County Code)</p> <p>9. <b>Miami-Dade County Living Wage Affidavit</b><br/>(Section 2-8.9 of the County Code)</p> <p>10. <b>Miami-Dade County Domestic Leave and Reporting Affidavit</b><br/>(Article 8, Section 11A-60 11A-67 of the County Code)</p> | <p>11. <b>Subcontracting Practices</b><br/>(Ordinance 97-35)</p> <p>12. <b>Subcontractor /Supplier Listing</b><br/>(Section 2-8.8 of the County Code)</p> <p>13. <b>Environmentally Acceptable Packaging</b><br/>(Resolution R-738-92)</p> <p>14. <b>W-9 and 8109 Forms</b><br/>(as required by the Internal Revenue Service)</p> <p>15. <b>FEIN Number or Social Security Number</b><br/>In order to establish a file, the Contractor's Federal Employer Identification Number (FEIN) must be provided. If no FEIN exists, the Social Security Number of the owner or individual must be provided. This number becomes Contractor's "County Vendor Number". To comply with Section 119.071(5) of the Florida Statutes relating to the collection of an individual's Social Security Number, be aware that the County requests the Social Security Number for the following purposes:</p> <ul style="list-style-type: none"><li>▪ Identification of individual account records</li><li>▪ To make payments to individual/Contractor for goods and services provided to Miami-Dade County</li><li>▪ Tax reporting purposes</li><li>▪ To provide a unique identifier in the vendor database that may be used for searching and sorting departmental records</li></ul> <p>16. <b>Office of the Inspector General</b><br/>(Section 2-1076 of the County Code)</p> <p>17. <b>Small Business Enterprises</b><br/>The County endeavors to obtain the participation of all small business enterprises pursuant to Sections 2-8.2, 2-8.2.3 and 2-8.2.4 of the County Code and Title 49 of the Code of Federal Regulations.</p> |
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**18. Antitrust Laws**

By acceptance of any contract, the Contractor agrees to comply with all antitrust laws of the United States and the State of Florida.

- b) Conflict of Interest: Section 2-11.1(d) of Miami-Dade Code requires that any County employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract, must first request a conflict of interest opinion from the County's Ethics Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County. Any such contract or business engagement entered in violation of this subsection, as amended, shall be rendered voidable. Additionally, in accordance with Section 112.311, Florida Statutes, no Agency commissioner or the Agency's commissioners immediate family shall have any interest, financial or otherwise, direct or indirect; engage in any business transaction or professional activity; or incur any obligation of any nature which is in substantial conflict with the proper discharge of his or her duties in the public interest. For additional information, please contact the Ethics Commission hotline at (305) 579-2593.

**ARTICLE 33. INSPECTOR GENERAL REVIEWS**

**a) Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Agency deems it appropriate to do so.

Upon written notice from the Agency, the Contractor shall make available to the IPSIG retained by the Agency, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Agency shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the Agency, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Agency to conduct an audit or investigate the operations, activities and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the Agency by the Contractor or any third party.

**b) Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code of Miami-Dade County, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Agency contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the Agency from progress payments to the Contractor. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.***

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

General is authorized and empowered to review past, present and proposed Agency contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, Agency staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.

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

#### **ARTICLE 34. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

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

- a) Equal Employment Opportunity (EEO), in compliance with Executive Order 11246 as amended and applicable to this Contract.
- b) Miami-Dade County, Florida, Department of Small Business Development Participation Provisions, as applicable to this Contract.
- c) Environmental Protection Agency (EPA), as applicable to this Contract.
- d) Miami-Dade County Code, Chapter 11A, Article 3. All contractors and subcontractors performing work in connection with this Contract shall provide equal opportunity for employment without regard to race, religion, color, age, sex, national origin, sexual orientation, gender expression, gender identity, status as a victim of domestic violence, dating violence or stalking, disability or marital status. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Miami-Dade Commission on Human Rights, or other authority having jurisdiction over the work setting forth the provisions of the nondiscrimination law.
- e) "Conflicts of Interest" Section 2-11 of the County Code, and Ordinance 01-199.
- f) Miami-Dade County Code Section 10-38 "Debarment".
- g) Miami-Dade County Ordinance 99-5, codified at 11A-60 et. seq. of Miami-Dade Code pertaining to complying with the County's Domestic Leave Ordinance.
- h) Miami-Dade County Ordinance 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.

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

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the

Contractor, constitute a violation of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

### **ARTICLE 35. NON-DISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate against any employee or applicant for employment because of race, religion, color, sex, handicap, marital status, age, sexual orientation, gender expression, gender identity, status as a victim of domestic violence, dating violence or stalking, or national origin, and will take affirmative action to ensure that they are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to: recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

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

### **ARTICLE 36. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the Agency, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the Agency, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the Agency with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Agency's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Agency's Project Manager.
- f) Contractor shall thereafter cooperate with the Agency's review and investigation of such information, and comply with the instructions Contractor receives from the Project Manager in regard to remedying the situation.

### **ARTICLE 37. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

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

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

### **ARTICLE 38. BANKRUPTCY**

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

### **ARTICLE 39. GOVERNING LAW**

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

### **ARTICLE 40. SURVIVAL**

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

**[SIGNATURES APPEAR ON THE NEXT PAGE]**

**IN WITNESS WHEREOF**, the parties have executed this Agreement effective as of the contract date herein above set forth.

Contractor: **NEIGHBORS AND NEIGHBORS  
ASSOCIATION, INC.**

By: \_\_\_\_\_

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

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

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

Attest: \_\_\_\_\_  
Corporate Secretary/Notary Public

Corporate Seal OR Notary Seal

\_\_\_\_\_

Agency: **N.W. 79<sup>th</sup> STREET CORRIDOR COMMUNITY  
REDEVELOPMENT AGENCY**

By: \_\_\_\_\_

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

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

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

Witness: \_\_\_\_\_

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

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

Approved as to form and legal sufficiency

\_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney



**ATTACHMENT 1**  
**SCOPE OF WORK SERVICES**  
**NW 79<sup>TH</sup> STREET CRA EMERGENCY GRANTS PROGRAM**

1. A business will contact NANA for an application and will complete such application, which is attached hereto as Attachment 3 to determine their eligibility. NANA will coordinate the receipt of a complete application and back-up materials.
2. If approved, NANA will have the small business execute the emergency grant agreement, which is attached hereto as Attachment 3. NANA will also execute the agreement on behalf of the Agency.
3. NANA will bundle and forward a single check request and attestation to Miami-Dade County (Office of Management and Budget, “OMB”) along with all back-up/justification materials, for those businesses which qualify based on the Agency’s application guidelines.
4. OMB will forward payment directly to NANA for expedited disbursement to the respective businesses through formats which allow for appropriate tracking and flexibility, in light of the social distancing constraints and requirements (i.e., via direct mail, electronically, Paypal, Venmo, CashApp, etc.).
5. NANA will follow-up with the business after payment is made to ensure compliance with the Agreement and offer any technical assistance which may be needed.
6. Based on the duration of the emergency grant process, NANA will provide a report of all emergency grants awarded (and other details) after months 2 and 4.
7. A close-out report will be forwarded to the Agency at the conclusion of the entire emergency grants process.
8. For additional services not specifically listed in the Scope, NANA will receive a request for services from the Agency and prepare a cost estimate to complete said tasks(s). Estimates for additional tasks, as requested by the Agency, will be completed using pre-approved hourly rates for professional staff.

## ATTACHMENT 2

### CONTRACTOR BUDGET

Consultant's Pricing Per Task, per Scope of Work Services (as reflected in Attachment 1)

#### **Emergency Grant Services**

The cost to deliver the Scope of Work Services (Scope) is \$20,000, payable in the following manner:

- \$5,000 Upon Engagement
- \$5,000 First month
- \$2,500 Month Two
- \$2,500 Month Three
- \$2,500 Month Four
- \$2,500 After Close-out

The Neighbors and Neighbors Association, Inc. (NANA) will provide monthly progress reports and invoices detailing all contractual activities and progress towards accomplishment of contracted tasks, as outlined in the approved Scope.

#### **Other Professional Services**

If the Agency requests additional services not specifically listed in the Scope, NANA will receive a request for services from the Agency and prepare a cost estimate to complete said tasks(s).

**ATTACHMENT 3**

**EMERGENCY GRANT APPLICATION AND AGREEMENT**

**ATTACHMENT 4**

**AFFIDAVITS**