



**NW 7<sup>th</sup> Avenue Corridor - Community Redevelopment Agency  
Meeting Agenda**

**April 3, 2024**

Arcola Lakes Public Library  
8240 NW 7th Avenue, Miami, FL 33150  
6PM

- I. CALL TO ORDER
- II. ROLL CALL
- III. REASONABLE OPPORTUNITY FOR THE PUBLIC TO BE HEARD – 2 MINUTES PER SPEAKER
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
  - A. February 20, 2024
- VI. PRESENTATIONS
  - A. Florida Dept of Transportation (FDOT)                      Sergies Duarte, Senior Comm. Outreach Specialist
  - B. MHCP COLAB LLC    Melissa Hege/Matthew Hege
  - C. NANA, Inc.    Leroy Jones
- VII. ITEMS FOR REVIEW AND/OR ACTION
  - A. Resolution 01-2024: Resolution Awarding an Economic Development Coordinator Bid Waiver Contract to MHCP COLAB LLC to Provide Economic Development Services to the Agency in the Amount of \$181,880 for a One-Year Term with Four, One-Year Options
  - B. Resolution 02-2024: Resolution Awarding a Grants Administration Contract to Neighbors and Neighbors, Inc. to Provide Grants Services to the Agency in the Amount of \$175,000 for a One-Year Term with Four, One-Year Options
- VIII. NEW BUSINESS
  - A. Administrative Update
- IX. ADJOURNMENT



**NW 7TH AVENUE CORRIDOR REDEVELOPMENT AGENCY  
REGULAR MEETING**

**OFFICIAL MINUTES – Tuesday, February 20, 2024**

I. Call to Order – CRA Board Chairwoman Pierre called the meeting to order at 6:20 p.m.

II. Roll Call and Introductions –

Daniella Pierre, Chairwoman	Present
Jeffy Mondesir, Vice Chairman	Present
Board Member Gene Lomando	Present
Board Member Linnon Latham Jr.	Absent
Board Member Nadeige Thererias- Joisil	Absent

Others Present:

Vivian Cao, Assistant Director; Chimene Graham, Business Analyst Manager; Nicole Jordan, Business Analyst; Miami-Dade County, Office of Management & Budget (OMB); Terrence Smith, County Attorney’s Office (CAO) Lt. Luis Perez, Miami Dade County Police Department (MDPD)

III. Public Comment/ Reasonable Opportunity to be Heard – Stanley Young stated his group would like to be involved with the planning and rezoning in the area. Mr. Young also stated he would like to work more collaboratively with the County. Renita Holmes inquired about the environmental impact in the area of redevelopment. Ms. Holmes also recommended a sub-committee to address the climate impact in the area. A member of the audience inquired about tax dollars and buildings around the area, and he would like the community to have more input in development around the area. Chairwoman Pierre thanked audience members for their input.

IV. Approval of Agenda – Jeffy Mondesir moved approval of the Agenda, with a second from Gene Lomando. *Motion passed.*

V. Approval of December 20, 2023, Minutes – Jeffy Mondesir moved approval of the Minutes, with a second from Gene Lomando. *Motion passed.*

VI. Presentations

- A. Police Crime Statistics in Area Report, Lt. Luis Perez; MDPD – Lt. Perez gave a breakdown of the Part 1 and part 2 crimes in the area. Lt. Perez stated the biggest crimes in the CRA area are thefts, assaults, and burglaries.
- B. Grants Process, Leroy Jones; NANA – Mr. Jones discussed the current CRA grants process and gave the background of the different grants available. Mr. Jones stated all previous small grant recipients have been paid and closed and, for the large construction grant, there are presently 4 remaining legacy contracts. After a question from Mr. Lomando related to the new grants administrator RFP, CRA staff stated that several responses were received and procurement and OMB are in the middle of negotiations.

VII. Discussion Items – Anthony Bonamy, Commission District 2

- A. NW 7<sup>th</sup> Avenue Boundary Expansion – Mr. Bonamy spoke about the proposed Finding of Necessity (FON) expansion, sponsored by Commissioner Bastien’s office, and how the areas in question may be slum and blighted and in need of redevelopment. Mr. Bonamy stated the FON will be going to the Board of County Commissioner March meeting.
- B. Joint Partnership Agreement with the North Miami CRA – Mr. Bonamy stated the North Miami CRA has a successful grants program and asked that the NW 7<sup>th</sup> Avenue CRA, where possible, coordinate with North Miami to review/upgrade their grant programs.
- C. Corridor Moratorium – Mr. Bonamy spoke about the area map study and how the Planning and Zoning Department will visit the community to receive feedback and suggestions on

the future impact of incoming businesses coming into the community. Mr. Bonamy emphasized how the moratorium will not take place until after the area map discussion takes place and is appropriately discussed and vetted. Mr. Lomando also made a recommendation to give incentives to have new businesses come to the corridor. After an audience inquiry, Mr. Bonamy stated that the zoning code will need to change in order for gaps to be filled in places of opportunity. After another audience inquiry about affordable housing, Mr. Bonamy explained that the County is working on acquiring funds to prioritize affordable housing.

VIII. New Business –

- A. Administrative Updates – Ms. Cao provided updates on the FON going to the Board of County Commissioners (BCC) meeting and how, once it is approved by the BCC, staff will then request the services of a firm to conduct the FON study, and how after this takes place, an updated redevelopment plan will need to be done. Ms. Cao also announced a new position within the unit to be the “boots-on-the-ground” face of the NW 7<sup>th</sup> Avenue and NW 79<sup>th</sup> Street CRAs. Staff hopes to have the position filled by June/July.

IX. Adjournment – There being no additional business, the meeting adjourned at 7:50 p.m.

**RESOLUTION NO. CRA-01-2024**

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE 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; AWARDED AN ECONOMIC DEVELOPMENT COORDINATOR CONTRACT TO MHCP COLAB LLC, TO PROVIDE ECONOMIC DEVELOPMENT SERVICES TO THE AGENCY IN AN ESTIMATED AMOUNT OF \$181,880 FOR A ONE-YEAR TERM WITH FOUR, ONE-YEAR OPTIONS TO RENEW; AND AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE SUCH CONTRACT FOR AND ON BEHALF OF THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AND TO EXERCISE ALL PROVISIONS OF THE CONTRACT PURSUANT TO SECTION 2-8.1 OF THE CODE OF MIAMI-DADE COUNTY, FLORIDA, AND IMPLEMENTING ORDER 3-38

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, that:

**Section 1.** The matters contained in the foregoing recital and accompanying memorandum are incorporated herein by reference.

**Section 2.** This Board finds it is in the best interest of the N.W. 7th Avenue 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 an economic development coordinator contract to MHCP COLAB LLC, to provide economic development services to the Agency in an estimated amount of \$181,880 for a one-



year term with four, one-year options to renew. This Board further authorizes the Executive Director or Executive Director’s designee to execute such contract, in substantially the form attached hereto, made a part hereof, and exercise all provisions of the contract, including termination and amendment provisions that are consistent with this resolution, pursuant to Section 2-8.1 of the Code of Miami-Dade County, Florida, and Implementing Order 3-38.

**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:

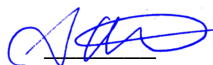
Daniella Pierre, Chairwoman \_\_\_\_\_  
Jeffy Mondesir, Vice Chairman \_\_\_\_\_  
Linnon Lathan \_\_\_\_\_ Gene Lomando \_\_\_\_\_  
Nadeige Theresias \_\_\_\_\_

The Chairperson thereupon declared the resolution duly passed and adopted this 3rd day of April, 2024.

**N.W. 7<sup>th</sup> AVENUE COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
N.W. 7<sup>th</sup> Avenue CRA Secretary

Approved by CRA Attorney as  
to form and legal sufficiency.



Terrence A. Smith

**Date:** April 3, 2024

**To:** Daniella Pierre, Chairwoman  
NW 7<sup>th</sup> Avenue Community Redevelopment Agency  
and Board Members

**From:** Vivian Cao, Executive Director  
NW 7<sup>th</sup> Avenue Community Corridor Redevelopment Agency

**Subject:** **Resolution 01-2024:** Recommendation of Bid Waiver of RFP No. EVN0002828  
(Economic Development Coordinator Services, NW 7<sup>th</sup> Avenue Corridor Community  
Redevelopment Agency) to MHCP COLAB LLC

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### **Recommendation**

It is recommended that the Board of Commissioners (Board) of the NW 7<sup>th</sup> Avenue Community Corridor Redevelopment Agency (Agency) award an Economic Development Contract to MHCP COLAB LLC (Contractor). In order for the Agency to approve a contract with the Contractor, the Agency must waive the formal bid procedures, pursuant to Section 2-8.1 of Miami-Dade County, Florida (County Code), by a two-thirds (2/3) vote of the Board members present. The economic development coordinator contract for economic development services to the Agency is for an estimated amount of \$181,880 for a one-year term with four, one-year options to renew (subject to Board approval).

Should the Board approve the waiver of bid procedures, it is also recommended that the Agency authorize the Executive Director to execute such contract and to exercise all provisions of the contract, including termination and amendment provisions that are consistent with the Board's resolution, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38. Finally, it is recommended that the Board waive 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.

### **Fiscal Impact**

The fiscal impact of this item is \$181,880, which will be funded with tax increment financing, and will be taken from the line item in the Agency's budget titled *Contractual Services, Economic Development/Market Analysis*.

### **Delegation of Authority**

Upon approval of this item, the Executive Director or Executive Director's designee will be authorized to execute the contract on behalf of the Agency, and exercise all provisions of the contract, including termination and amendment provisions that are consistent with the Board's resolution.

### **Background**

On November 9, 2023, Miami-Dade County's Strategic Procurement Department (SPD), on behalf of the Agency, released a competitive Request for Proposals (RFP) EVN0002828, for the purchase of economic redevelopment coordination services. The RFP was advertised on INFORMS to more than 1,274 firms, and on the Florida Redevelopment Association website. Proposals were due on December 14, 2023.

Three proposals were received: DCG Corplan Consulting LLC (DCG Corplan); MHCP COLAB LLC (COLAB); and Tri Merge Consulting Group, P.A (Trimerge). However, two firms, DCG Corplan and COLAB, failed to submit the Price Proposal Schedule (Form B-1) with their responses and were, therefore, deemed non-responsive by the County Attorney.

Recommendation — RFP No. EVN0002828  
(Economic Development Coordinator Services, NW 7<sup>th</sup> Avenue Community Corridor)

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An evaluation meeting was held on January 18, 2024, and the sole proposal, Tri Merge, was evaluated and scored by the Review Team, following the guidelines published in the solicitation. The Review Team did not recommend Tri Merge for an award based on the evaluation scores, pricing and not having enough direct experience in the desired field. A subsequent meeting was held on January 23, 2024, wherein the Review Team re-affirmed its initial recommendation to not award the contract to Tri Merge.

Subsequent to that meeting, COLAB's response to RFP No. EVN0002830, for the identical services for the NW 79<sup>th</sup> Street CRA, was recommend for funding by that Review Team with a nearly perfect score. In deference to the urgency of contracting with a firm to carry out the expressed economic development goals of the RFP, SPD recommended waiving formal bid procedures to enter into negotiations with COLAB to determine if they could provide the services originally proposed in their response to RFP No. EVN0002828 and at what price. After a successful negotiation, staff was able to realize a savings of \$15,120 from COLAB's original bid price (\$197,000), and believes it is in the best interest of the Agency and the redevelopment area to enter into contract with MHCP COLAB LLC.

The Contractor will serve as the Agency's economic development coordinator firm, providing a comprehensive multi-track approach utilizing urban planning, economic analysis and communications strategy for identifying strategic opportunities to maximize the economic vitality of the Agency, as set forth in the redevelopment plan. These activities will be carried out by a team of eight professionals, helmed by the Contractor, along with Local Government Consulting Group (LGCG) and Lambert Advisory, an economic development specialist with extensive market/feasibility analysis and affordable housing strategies experience. The immediate tasks, as approved by the Board, will include an evaluation of current conditions; updating of the action plan; inventorying vacant/land parcels available for redevelopment; and the scheduling of a strategic planning session.

Attachment:

Contract

**NW 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
ECONOMIC REDEVELOPMENT COORDINATOR SERVICES  
CONTRACT NO: BW-10427**

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**THIS AGREEMENT** for the provision of coordination services, made and entered into as of this day \_\_\_\_\_ of \_\_\_\_\_, 2024 by and between MHCP COLAB, LLC, a limited liability corporation organized and existing under the laws of the State of Florida, having its principal office at 5701 Biscayne Boulevard, Suite CS1, Miami Florida, 33137 hereinafter referred to as the "Contractor" and the 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency, a public body corporate and politic, having its principal office at c/o Miami-Dade County Office of Management and Budget, 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "Agency") (collectively, the Parties).

WITNESSETH:

WHEREAS, the Contractor has offered to provide economic redevelopment coordinator services on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Agency, through Miami-Dade County desires to procure from the Contractor such services for the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency (hereinafter referred to as the "Area"), which is located in that certain unincorporated area of Miami-Dade County, as more fully described in Attachment 1, attached hereto and incorporated herein by reference, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Agency was created by the Miami-Dade County Board of County Commissioners in 2004 and has jurisdiction over the Area,

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 "Agency" or "CRA" to mean the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency.
- b) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- c) The words "Common Carrier" or "Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- d) The words "Contract" or "Agreement" to mean collectively these terms and conditions and Appendix A, Scope of Work, and all other appendices and attachments hereto.
- e) The words "Contract Date" to mean the date on which this Agreement is effective.
- f) The words "Contract Manager" to mean the Agency's Executive Director, or the duly authorized representative designated to manage the Contract.
- g) The word "Contractor" to mean to mean the MHCP COLAB, LLC and its permitted successors and assigns.

- h) The word "County" to mean Miami-Dade County.
- i) The word "Days" to mean Calendar days.
- j) 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.
- k) 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 "approve d", "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.
- l) 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.
- m) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specific period with both sharing profits and losses.
- n) The words "Project Manager" to mean the Agency's Executive Director or the duly authorized representative designated to manage the Project.
- o) The words "Scope of Work" to mean the document appended hereto as Attachment 1, which details the work to be performed by the Contractor.
- p) The words "Service" or "Services" to mean the provision of consulting services in accordance with the Scope of Services.
- q) 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.
- r) 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, Articles 1 through 49; 2) the Scope of Work (Appendix A); 3) Appendix B, Price Schedule; and any attachments thereof.

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

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

- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

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

- a) This Agreement 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 Work 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 Work. 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 on the date of the Parties' execution, whichever is later, and shall continue through the last day of the twelfth month, thereafter. The Agency at its sole discretion may renew this Contract for four, one-year terms, dependent on annual funding. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. The Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the Agency and the Contractor, upon approval by the Agency's Board of Commissions (the Board).

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by 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. 7th Avenue Corridor Community Redevelopment Agency  
c/o Miami-Dade County Office of Management and Budget  
111 NW 1st Street, Suite 2210  
Miami, Florida 33128  
Attention: Vivian Cao, Asst. Dir.  
Phone: (305) 375-5143  
Fax: (305) 375-1569  
E-mail: [vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)

**With copies to:**

N.W. 7th Avenue Corridor Community Redevelopment Agency  
c/o Miami-Dade County Office of Management and Budget  
111 NW 1st Street, Suite 2210  
Miami, Florida 33128  
Attention: Chimene Y. Graham  
Phone: (305) 375-5143  
Fax: (305) 375-1569  
E-mail: [chimene.graham@miamidade.gov](mailto:chimene.graham@miamidade.gov)

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

**b) To the Contractor:**

MHCP COLAB  
5701 Biscayne Boulevard, Suite CS1  
Miami, Florida 33137  
Attention: Melissa Hege  
Telephone: 305-607-9257  
E-mail: [melissa@mhcpcolab.com](mailto:melissa@mhcpcolab.com)

MHCP COLAB  
5701 Biscayne Boulevard, Suite CS1  
Miami, Florida 33137  
Attention: Matthew Hege  
Phone: 305-801-4729  
E-mail: [info@mhcpcolab.com](mailto:info@mhcpcolab.com)



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

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

The Contractor warrants that it has reviewed the 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 paid in accordance with Appendix B, Price Schedule.

Notwithstanding the foregoing Price Schedule, the parties acknowledge that the Agency will encumber \$00.00 of FY 2023 - 2024 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 2023 – 2024 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 of the 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 Appendix B, Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the 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. 7th Avenue Corridor Community Redevelopment Agency  
 111 NW 1st Street, Suite 2210  
 Miami, Florida 33128,  
 Attention: Vivian Cao 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, defend 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 performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Agency or its officers, employees, agents, and instrumentalities as herein provided.

Upon the Agency's notification, the Contractor shall furnish to the N.W. 7th Avenue Corridor Community Redevelopment Agency c/o Miami-Dade County 111 NW 1st Street, Suite 2210, Miami, Florida 33128, certificate(s) 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. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. **The Agency must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, 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 per claim.

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

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

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department

of Financial Services and are a member of the Florida Guaranty Fund.

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

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

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

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

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

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

- a) The Contractor shall provide the 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. The Agency may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Agency or County 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. DISPUTE RESOLUTION PROCEDURE**

- 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. questions as to the interpretation of the Scope of Work; 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.
- e) 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.
- f) 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 Work. 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 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 AGENCY 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 the 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
  - vi. reimburse the Agency a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- 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.
- h) In the event In the event the Contractor fails to cure an Event of Default timely, the Agency may terminate this Agreement, and the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

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

- a) An Event of Default 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, whether or not the Agency elects to terminate this Agreement as a result thereof, 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 such other direct damages
- c) 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 Work. 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. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

- a) Supplier/Vendor Registration

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

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

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

b) Conflict of Interest and Code of Ethics

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

**ARTICLE 32. INSPECTOR GENERAL REVIEWS (0.25% does not apply to this Contract)**

**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (the "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.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) 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 of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 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 of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements 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 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- g) Section 21-255 of the Code of Miami-Dade County, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- i) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- j) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".

- k) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- l) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- m) Any other laws prohibiting wage rate discrimination based on sex.
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above.

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

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

By entering into this Agreement, Contractor affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in Contractor; or c) Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, Florida Statutes. This affirmation by Contractor shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, as Exhibit 1 and incorporated herein by reference.

#### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or 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 County or 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, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii. is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the 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 Project Manager. 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 regarding remedying the situation.

**ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the 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 37. 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 38. GOVERNING LAW**

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

#### **ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP) (Does not apply to this Contract)**

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

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

#### **ARTICLE 41. FORCE MAJEURE**

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

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

#### **ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM**

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the Agency to fill a minimum of fifty percent (50%) of its employment needs under the Agency contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why

referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i) suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

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

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

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

**N.W. 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY C/O MIAMIDADE COUNTY  
111 N.W. 1ST STREET, 22ND FLOOR  
MIAMI, FLORIDA 33128  
ATTENTION: VIVIAN CAO  
Email: [vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)**

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

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or



electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

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

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

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

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

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

#### **ARTICLE 46. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER OR CONTRACTED CARRIER**

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section [908.111](#), Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the Agency, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the Agency and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this

subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) 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 pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the Agency debarment procedures.

#### **ARTICLE 47. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS**

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

#### **ARTICLE 48. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE**

The Contractor shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

- a) The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet PCI compliance requirements:
  1. Contractor's current annual PCI Compliance certification. The Agency has the auditing right to request copies of the PCI compliance certifications at a later time.
  2. During an installation or a major system upgrade the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across the Agency's systems and networks.
  3. Vendor Form – Payment Application(s) – Only applicable to the vendor who is installing the product in County environment.
- b) The Contractor shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the Agency. Furthermore, the Contractor shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Data Security Standards Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c) Sensitive Authentication data and Primary Account number shall not be stored by the vendor application at any point, even if masked. Any other Card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.
- d) POS (Point of Sale) and Retail transactions must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, Samsung Wallet.

- e) Internet transactions must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami-Dade County's Internal Payment Gateway shall require written justification by Contractor, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.
- f) Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Enterprise Security Office and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification by the proposed system's provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting/processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three (3) basic services that allow Contractor applications to interact with its Payment Gateways:

1. Web-based Credit Card Transaction Service
2. Web-based Automated Clearing House (ACH) (e-Check) Transaction Service.
3. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service Web Service Definition Language (WSDL) and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the Agency's clearinghouse.

There are two different ways that a merchant customer can handle the Credit Card or ACH (e-Check) transaction processing:

**Option #1:**

Contractor's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a vendor, it will offer the greatest flexibility and customization. This option also requires for the vendor application to be hosted on a server inside Metronet, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside the Metronet, Miami-Dade County can develop a Payment Module Application (option #2) that will service the vendor's application.

**Option #2:**

Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the vendor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the vendor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; Secure Sockets Layer protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the

vendor application. This solution will not require the client application to be hosted in Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.

**ARTICLE 49. SURVIVAL**

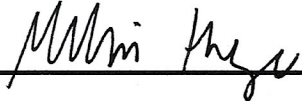
The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Agency under this Agreement, which by nature would continue beyond the termination, cancellation or expiration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

**Contractor**

**N.W. 7th Avenue Corridor Community  
Redevelopment Agency, a public body  
corporate and politic(CRA)**

By: 

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

Name: Melissa Hege

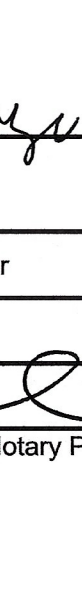
Name: \_\_\_\_\_

Title: Principal and Owner

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

Date: 03.21.2024

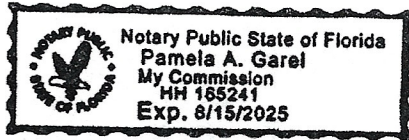
Date: \_\_\_\_\_

Attest:   
Corporate Secretary/Notary Public

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

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency



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

## APPENDIX A SCOPE OF SERVICES

### 1. Background

In order to eliminate and prevent the spread of blighted conditions and stimulate and support the redevelopment of the NW 7th Avenue corridor, was created and its Board of Commissioners (Board) appointed by the Miami-Dade County (County) Board of County Commissioners (BCC), pursuant to Chapter 163, Part III, Florida Statutes and Ordinance No.04-124, as amended, in 2004. The Board also adopted Resolution No. R-661-12, which approved the Agency's Redevelopment Plan (Plan) for the Redevelopment Area.

Over the years, the Board adopted the following:

- a) Resolution No. 293-04, dated March 16, 2004, determined the Redevelopment Area to be blighted, as defined in Section 163.340 Florida Statutes;
- b) Ordinance No. 06-18, dated February 07, 2006 created the Agency and appointed the members of the Agency Board;
- c) Resolution No. R-780-04, dated June 22, 2004 approved the Agency's Redevelopment Plan;
- d) Ordinance No. 04-124, dated June 22, 2004 established a redevelopment trust fund pursuant to Section 163.387 Florida Statutes, for deposit of tax increment revenues generated from the Redevelopment Area;
- e) Resolution No. 223-11, dated April 4, 2011 adopted a Finding of Necessity for expansion of the Redevelopment Area; and,
- f) Resolution 661-12, dated September 6, 2012 adopted an amended Redevelopment Plan for the expanded area.

Supplementary background information about the NW 7th Avenue Agency Redevelopment Plan can be found at <http://www.miamidade.gov/redevelopment/library/plans/nw-7th-avenue-community-redevelopment.pdf>.

The N.W. 7th Avenue Corridor Community Redevelopment Area has historically been an important commercial corridor in North Miami-Dade. Prior to the construction of Interstate I-95, Route 441, which includes all of NW 7th Avenue, was the main North-South highway connecting Miami to Atlanta. Although undergoing a period of decline in the 1960's and 1970's, N.W. 7th Avenue is poised to play an important role in the future of the Miami-Dade regional economy.

The Community Redevelopment Area's Market Area, the three-mile radius surrounding the Area, is a major regional sub-market. Over 483,000 people live within the Agency Market Area. If it was its own city, it would be the second largest City in Florida. The Area's Market Area is home to just over 9,596 business establishments, employing over 120,000, representing approximately 12% of the County's businesses and 13% of its jobs base. Roughly 201,000 employed workers live within the Market Area, representing 17% of the County's employed workers. Total annual household income in the Area's Market Area is over \$7.5 billion, or about 13% of Miami-Dade County's.

Since the 2008 recession, the Area and its Market Area have continued to grow, expanding business establishments by roughly 9%, paid employees about 20%, and total business payroll by approximately 42%. Its growth has surpassed the County, which grew businesses by approximately 10%, employees by 15%, and total payrolls by 28%.

The Area is home to a diverse mix of approximately 396 primarily small businesses, which employ over 2,800 persons, in retail, education, automobile dealers, parts and repairs, health care, electronics and precision equipment repair and maintenance. Recent new businesses in the Area, some developed or improved with the help of funding received from the Agency, include high-end print services, personal health care products manufacturer, law firm, and 200+ room hotel. Magnus Media, Marc Anthony's global music production and talent management agency, is one of the CRA's most recent residents.

Many of the region's most important economic assets are within minutes of the Area, including: 1) 20 minutes of Miami International Airport and Free Trade Complex, 2) 23 minutes from Fort Lauderdale-Hollywood International Airport, 3) 14 minutes from Miami/Opa-Locka Executive Airport, 4) 15 minutes from the Port of Miami, and 5) 22 minutes from Port Everglades.

The Area borders Interstate 95 on its east edge; one of the most heavily traveled sections of interstate highway in the country. The Area is also extensively served by every mode of transportation, making it Miami's, and one of Florida's, most connected and accessible corridors. Further, the Area provides a considerable opportunity for development and job creation. The more than 70 acres of vacant and underutilized property within the Area can accommodate a minimum of 1.3 million square feet of new development. The Area encompasses both the east and west sides of NW 7th Avenue and is the geographic area bounded on the North by NW 119 Street, bounded on the East by Interstate 95, bounded on the West by the property lines of the properties which abut NW 7th Avenue and on the south by NW 80 Street and the area generally bounded on the North by the City of Miami Gardens, bounded on the East by Interstate 95, bounded on the West by the westernmost property lines of the parcels which abut the westerly right of way along NW 7th Avenue, and on the South by the City of North Miami. Please refer to the Redevelopment Area Map in Appendix A attached hereto and incorporated herein by reference.

The Area is a key location that supports the expansion, creation and diversification of the Miami-Dade economy. The Agency's economic development goals are as follows:

- a) re-position 7th Avenue as a major regional employment center;
- b) support the growth and expansion of existing business located within the Redevelopment Area;
- c) support development of new businesses in the Redevelopment Area;
- d) support new job creation, training, and increase employment opportunities for residents of Northwest Miami-Dade County;
- e) support the aspirations of the residents living in the Redevelopment Area to improve home values, safety, and the neighborhood, and;
- f) execute an economic development program that delivers results within its financial means.

Additional information about the CRA, including the Agency's Redevelopment Plan, an Economic Opportunity Assessment & Economic Development Action Plan and program offerings, can be obtained online: <http://www.miamidade.gov/redevelopment/nw-7th-avenue-corridor.asp>.

In addition, the Redevelopment Plan identifies six priority economic development projects and programs (along with strategies) and takes into consideration the surrounding community. The six projects areas are: (1) attraction of large users creating jobs and/or constructing facilities; (2) construction of new retail/office facilities; (3) rehabilitation of existing, useable and viable structures; (4) attraction of new jobs in office/retail/restaurants; (5) development of a business incubator program; and (6) development of light industry with "clean" uses that can take

advantage of the sight access to I-95. The Agency's Board currently administers two grant programs to assist local business within the redevelopment area.

## **2. Objectives**

The Agency's objectives in connection with the implementation of the CRA's Redevelopment Plan include, in varying degrees, many facets of the Agency's goals including, providing business and economic assistance and the removal of slum and blight. The efforts of the Contractor will help drive economic growth, attract investment, create job opportunities, and enhance the overall quality of life in the community through economic development coordination.

Businesses in the Area face a challenge in that public perception of the Area is either limited, misunderstood, or uninformed. The many businesses and the level of business activity in the Redevelopment Area is not well known therefore, some members of the public incorrectly perceive the neighborhood to be a high crime area.

The CRA Board developed a 12-point Economic Development Action Plan (Action Plan), in which supporting the growth, expansion, and creation of new small- and mid-sized businesses in the Redevelopment Area is a critical priority. Multiple recent studies of the Area, including the CRA's own Economic Opportunity Analysis note that:

- a) Small and medium size business growth is key to the Area's future;
- b) Small business growth in North Miami-Dade, including the Redevelopment Area, supported job creation while larger firms closed operations;
- c) The rate of new business formation among minorities is in some cases three times that of the majority population, and needs adequate support systems if it is to continue; and
- d) The NW 7<sup>th</sup> Avenue Corridor, despite its many strengths and strategic advantages, has a brand identity issue.

## **3. Tasks / Scope of Work**

The role of the Contractor involves a combination of administrative, financial, and strategic responsibilities. As their initial tasks, the Contractor shall:

- a) Review the Agency's Action Plan within 120 days following engagement;
- b) Provide recommendations to the consultant retained to update the Agency's Redevelopment Plan;
- c) schedule and facilitate a board retreat/strategic planning session (strategic vision); and
- d) initiate plans to identify possible properties available for re-development opportunities.

In addition, the Contractor shall have as their primary responsibilities the following:

1. Economic Development Planning:
  - o Conduct research and analysis to identify economic development opportunities and challenges within the community. This includes analyzing current economic conditions, infrastructure deficiencies, blight or deteriorating properties, unemployment rates and social issues affecting the Area.
  - o Collaborate with stakeholders to develop short-, mid- and long-term economic development plans aligned with the agency's goals and objectives.
2. Business Engagement, Attraction and Retention:



- Identify and target industries and businesses (both within the Area and businesses desirous of relocating into the Area) which align with the community's economic development objectives.
  - Develop strategies and initiatives to attract new businesses, including site selection assistance and incentive programs.
  - Implement programs to support the growth and retention of existing businesses, including business assistance and expansion programs.
  - Update economic data on Agency's webpage, written materials and create a digital business directory.
3. Grant/Funding Assistance and Procurement:
- Research and identify grant/cost-neutral opportunities and funding sources for training or economic development projects and initiatives.
  - Draft, recommend and/or implement competitive or non-competitive solicitations, as requested by the Agency or the Agency's staff;
  - Participate, if requested, as a panelist for competitive solicitations, grant awards, etc.;
  - Identify and secure sources of income other than tax increment revenues;
4. Workforce Development:
- Collaborate with entities regarding workforce development; facilitate partnerships; and coordinate initiatives to support workforce development within the Redevelopment Area.
5. Real Estate Development:
- Identify underutilized or blighted properties suitable for redevelopment and work with property owners, developers, and investors to stimulate revitalization.
  - Coordinate with State/County planning and zoning officials to streamline the development process and ensure compliance with local regulations.
  - Facilitate public-private partnerships and negotiate development agreements to attract investment and foster sustainable growth.
6. Small Business Support:
- Provide assistance to small businesses within the Redevelopment Area, start-ups, and entrepreneurs, including business plan development, access to capital, and technical assistance.
  - Organize workshops, training sessions, and networking events to enhance the skills and knowledge of local entrepreneurs.
  - Foster a supportive business eco-system by facilitating connections between small businesses, mentors, and industry experts.
7. Data Analysis and Reporting:
- Collect and analyze economic data, market trends, and industry benchmarks to inform economic development strategies and decision-making.
  - Prepare regular reports and presentations to communicate progress, achievements, and challenges to the Agency's Board, agency staff, stakeholders, and community members.
  - Submit monthly activity reports and other documents with invoice package;
8. Collaboration and Stakeholder Engagement:

- Foster relationships and collaborations with key stakeholders, including local government officials, business organizations, chambers of commerce, and community groups.
  - Coordinate, initiate and participate in all the Agency's meetings, community workshops, and task forces related to economic development and community revitalization.
  - Seek input from community members, businesses, and organizations to find compatible alignments.
9. Monitoring and Evaluation:
- Establish performance indicators and benchmarks to measure the effectiveness of economic development initiatives.
  - Monitor and evaluate the outcomes and impacts of projects and programs and make recommendations for improvements.
  - Conduct regular reviews of economic development strategies and adjust approaches as needed based on evaluation findings.
  - Represent the agency at trade shows, conferences, and other events.

During the initial 90-day period the coordinator will require approximately 40 hours per week. Thereafter, it is anticipated that the coordinator will require approximately 20 hours per week. The Agency does not have a physical location where the Contractor is expected to work. Therefore, the hours referenced apply to a combination of hours spent attending the Agency's meetings ("on-site") and hours spent remotely from the Agency (off-site) conducting business on behalf of the Agency.

The Redevelopment Plan identified seven priority areas of concentration. The seven areas were: (1) economic development; (2) housing; (3) infrastructure and neighborhood improvements; (4) grant and financing programs; (5) land acquisition; (5) planning and land use regulations; and (7) sustainability. The action plan will outline the immediate actions necessary to implement the strategic vision. Both components will be based upon quantitative evidence from current market research data and focused analytical studies by the economic development coordinator, as well as qualitative data gathered from community outreach efforts, SWOT analysis, focus groups, meetings and case studies.

The Agency's action plan will provide the means by which policy, programs, projects, and tasks that support the vision and goals of the redevelopment plan can be tracked, measured, and evaluated annually by the economic development coordinator. While the strategic vision will have five, seven, and ten-year outlooks, the action plan will focus on the immediate actions that must take place within the next few years.

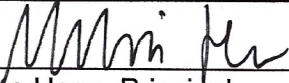
#### **4. Reporting**

Contractors are advised that when subcontractors or sub-consultants are utilized to fulfill the terms and conditions of the awarded contract, the Contractor shall be required to file quarterly reports as to the amount of contract monies received from the Agency and the amounts thereof that have been paid by the Contractor directly to Small Business Enterprises performing part of the contract work.

**ATTACHMENT A**  
**BW-10427 – NW 7<sup>th</sup> Avenue CRA – Economic Development Services**  
**SCOPE OF WORK SERVICES/DELIVERABLES – MHPC COLAB LLC**

<b>TASK</b>	<b>TIMELINE</b>	<b>2024 Goals</b> <i>(Apr 2024 – Sep 2024)</i>	<b>2024 Outcome</b>	<b>2025 Goals</b> <i>(Oct 2024 – Mar 2025)</i>	<b>2025 Outcome</b>
A. Evaluate existing conditions/SWOT analysis	<b>Apr – Jul 2024</b>				
B. Inventory vacant land/parcels which may be available for redevelopment	<b>Apr – Jul 2024</b>				
C. Provide communications strategy for stakeholder engagement	<b>Apr – Jul 2024</b>				
D. Launch Public input community engagement tool's online multi-language dashboard as part of on-going community outreach effort	<b>Apr – Jul 2024</b>				
E. Schedule and facilitate Board retreat/strategic planning session(s)	<b>Jul – Aug 2024</b>				
F. Issue strategic vision developed from the board retreat	<b>Sep – Oct 2024</b>				
G. Review and update the CRA's Action Plan	<b>Octt - Nov 2024</b>				
H. Develop business outreach plan	<b>Oct - Nov 2024</b>				
I. Provide recommendations to the redevelopment plan consultant/firm	<b>Apr 2024 – Mar 2025</b>				
J. Engage in regular interaction with businesses along the corridor and those desirous of relocating; provide monthly activity reports and other documents as needed	<b>Apr 2024 – Mar 2025</b>				
K. Collaborate, as needed, with other CRAs (NW 8 <sup>th</sup> Avenue/North Miami) and CRA consultants for execution of mutual goals	<b>Apr 2024 – Mar 2025</b>				
L. Facilitate Inter-governmental (Miami-Dade County/State) matters and relations, as needed	<b>Apr 2024 – Mar 2025</b>				
M. Attend CRA Board and staff meetings (in-person/virtual/telephone) and workshops and other relevant meetings, as requested	<b>Apr 2024 – Mar 2025</b>				

N. Provide the CRA with independent analysis, updates, reviews and/or coordination, as requested	<b>Apr 2024 – Mar 2025</b>				
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\_\_\_\_\_  
Melissa Hege, Principal  
MHPC COLAB, LLC

3/21/2024  
Date

**APPENDIX B – PRICE SCHEDULE**

The Contractor’s price for the one-year term shown below, includes all costs associated to provide all the Services as stated in Appendix A, Scope of Services

**A. PRICING:**

<b>Total Proposed Price for the Initial One-Year Term of the Contract</b>
<b>\$ 181,880</b>

The Contractor’s fixed price for the four years shown below in the event the Agency renews the Contract and or gets additional funding for each of the subsequent years. These prices will be used when negotiating the subsequent years of the Contract.

<b>Total Proposed Prices for Years 2 through Five (dependent upon OR subject to the renewal of the contract and funding)</b>	
for Year 2	<b>\$ 180,000</b>
for Year 3	<b>\$ 180,000</b>
for Year 4	<b>\$ 180,000</b>
for Year 5	<b>\$ 180,000</b>

**B. BREAKDOWN OF TOTAL PRICE (Year 1)**

Occasionally, the Agency may require the additional services as listed in Appendix A, Scope of Services. These additional services are related to, but not included in, providing the services in Section A The Contractor’s hourly rates by job classifications shown below are for providing any additional services.

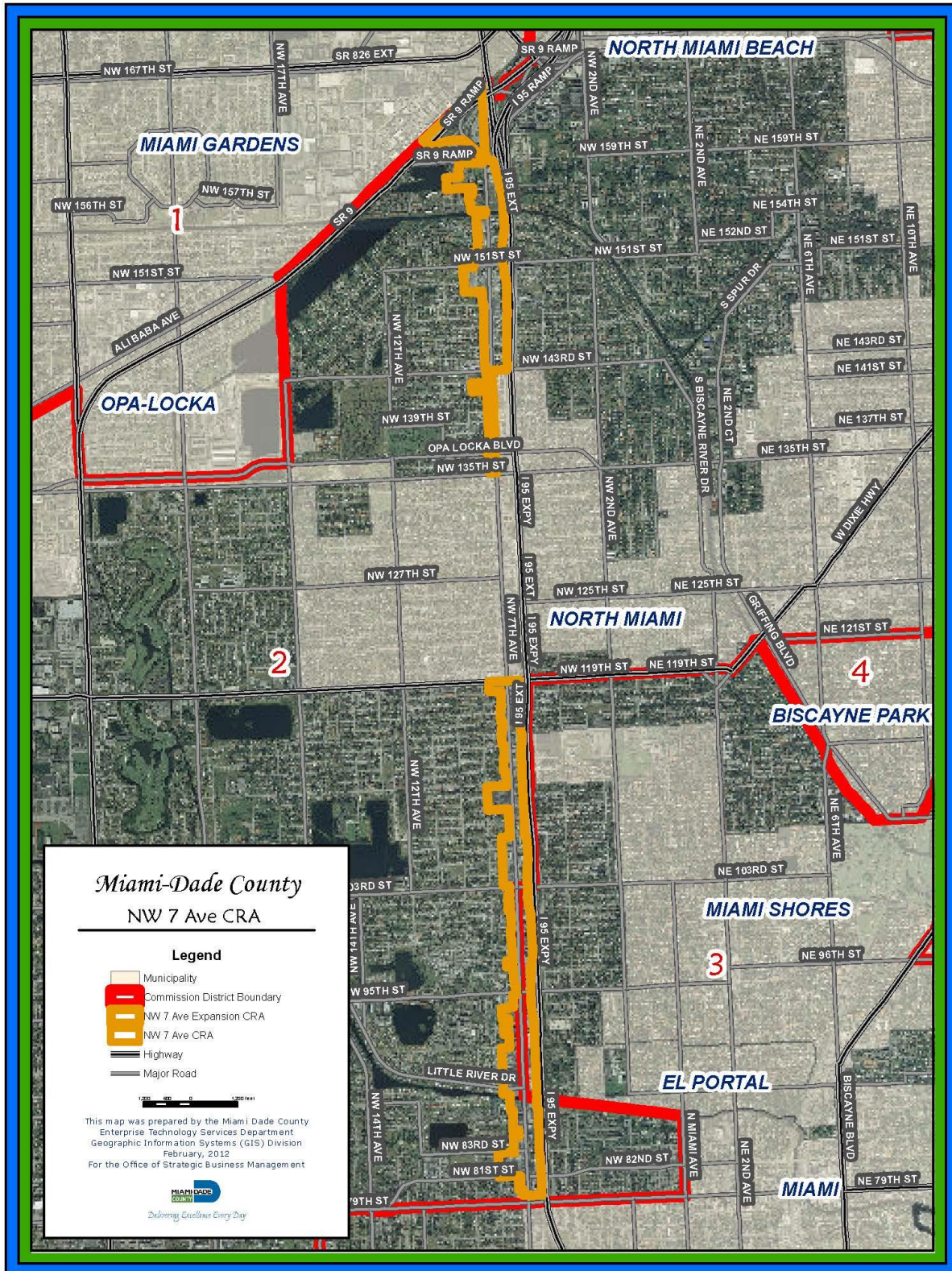
<b>Classification</b>	<b>Not to Exceed Hourly Rate</b>
<b>Executive, Lambert Advisory</b>	<b>\$ 275</b>
<b>Principal, MHCP COLAB</b>	<b>\$ 250</b>
<b>Lead Economist, Lambert Advisory</b>	<b>\$ 225</b>
<b>Director, MHCP COLAB</b>	<b>\$ 205</b>
<b>Advisor, LGCG</b>	<b>\$ 175</b>
<b>Senior Advisory, Lambert Advisory</b>	<b>\$ 165</b>
<b>Senior Planner, MHCP COLAB</b>	<b>\$ 135</b>
<b>Advisor, Lambert Advisory</b>	<b>\$135</b>
<b>Associate Planner, MHCP COLAB</b>	<b>\$ 80</b>
<b>Clerical, MHCP COLAB</b>	<b>\$ 60</b>

**Notes:**

1. The fixed prices and not to exceed hourly rates above include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the Agency.
2. The fixed price and hourly rates shall be guaranteed for the term of the Contract, including any extensions and renewal periods.



### ATTACHMENT 1 NW 7<sup>th</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY MAP



**EXHIBIT 1  
CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED  
AFFIDAVIT**

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

MHCP Colab, LLC does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)  
Bidder's/Proposer's Legal Company Name  
of [Section 287.138, FS.](#)

Pursuant to [Section 92.525, F.S.](#), under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: Melissa Hege

Title of Bidder's/Proposer's Authorized Representative: Principal and Owner

Signature of Bidder's/Proposer's Authorized Representative: 

Date: 03.21.2024



**RESOLUTION NO. CRA-02-2024**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AWARDING A GRANT COORDINATOR SERVICES CONTRACT TO CRC AFFORDABLE HOUSING, LLC, D/B/A NEIGHBORS AND NEIGHBORS ASSOCIATION, INC., IN AN AMOUNT NOT TO EXCEED \$175,000.00 FOR A ONE-YEAR TERM WITH FOUR, ONE-YEAR OPTIONS TO RENEW THAT ARE SUBJECT TO THE BOARD'S APPROVAL AND AVAILABLE FUNDING; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE SUCH CONTRACT, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION, CANCELLATION AND AMENDMENT PROVISIONS

**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. 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, that:

**Section 1.** The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

**Section 2.** This Board hereby awards a grants coordinator services to Neighbors and Neighbors Association, Inc. ("Contractor") in an estimated amount of \$175,000.00 for a one-year term with four, one-year options to renew, which such options to renew shall be subject to the Board's approval and funding availability. This Board further authorizes the Executive Director or Executive Director's designee to execute such contract, in substantially the form attached hereto and made a part hereof, and exercise all provisions contained therein, including termination,



cancellation and amendment provisions so long as such amendments are consistent with the purposes of this resolution.

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:

Daniella Pierre, Chairwoman \_\_\_\_\_  
Jeffy Mondesir, Vice Chairman \_\_\_\_\_  
Linnon Lathan \_\_\_\_\_ Gene Lomando \_\_\_\_\_  
Nadeige Theresias \_\_\_\_\_

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day of April, 2024.

**N.W. 7<sup>th</sup> AVENUE COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
N.W. 7<sup>th</sup> Avenue CRA Secretary


Approved by CRA Attorney as to form and legal sufficiency.



Terrence A. Smith

**Date:** April 3, 2024

**To:** Daniella Pierre, Chairwoman  
NW 7<sup>th</sup> Avenue Community Redevelopment Agency  
and Board Members

**From:** Vivian Cao, Executive Director   
NW 7<sup>th</sup> Avenue Community Corridor Redevelopment Agency

**Subject:** **Resolution 02-2024:** Recommendation – RFP No. EVN0002829 (Grants Administrator Services, NW 7<sup>th</sup> Avenue Community Corridor Agency) to Neighbors and Neighbors, Inc

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### **Recommendation**

It is recommended that the Board of Commissioners (Board) of the NW 7<sup>th</sup> Avenue Community Corridor Redevelopment Agency (Agency) award Contract No. EVN0002829, Grants Administrator Services for the Agency to NANA CRC Affordable Housing, LLC d/b/a Neighbors and Neighbors, Inc. (NANA) in an amount not to exceed \$175,000 for a one-year term. Subject to Board approval, the contract may be extended for four, one-year options to renew, dependent on annual funding. It is recommended that the Agency authorize the Executive Director or Executive Director's designee to execute such contract and exercise all provisions of the contract, including termination and amendment provisions that are consistent with the Board's resolution, pursuant to Section 2-8.1 of the County Code and Implementing Order 3-38.

### **Fiscal Impact**

The fiscal impact of this item is \$175,000.00, which will be funded with tax increment financing, and will be taken from the line item in the Agency's budget titled *Contractual Services, Grants Program Administrator*.

### **Delegation of Authority**

Upon approval of this item, the Executive Director or Executive Director's designee will be authorized to execute the contract on behalf of the Agency, and exercise all provisions of the contract, including termination and amendment provisions that are consistent with the Board's resolution.

### **Due Diligence**

Due diligence was conducted to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. There were no adverse findings relating to the contractor responsibility.

### **Background**

On November 29, 2023, Miami-Dade County's Strategic Procurement Department (SPD) on behalf of the Agency, released a competitive Request for Proposals (RFP) EVN0002829, for the purchase of grants coordination services. The RFP was advertised on INFORMS to more than 1,274 firms and on the Florida Redevelopment Association website. Proposals were due on January 5, 2024. Four proposals were received: Bear Atlantic Group; M.E. Global Supplies, Inc., NANA and Trimerge Consulting Group, P.A. However, one proposal, M.E. Global Supplies, Inc. was deemed non-responsive due to failure to submit the Price Proposal Schedule (Form B-1) with their response.

Therefore, an evaluation meeting was held on January 19, 2024, and the three remaining proposals were evaluated and scored by the Review Team, following the guidelines published in the solicitation. The Review Team recommended NANA be awarded based on the evaluation scores.

PAGE TWO

Recommendation — RFP No. EVN0002829 (Grants Coordinator Services, NW 7<sup>th</sup> Avenue Community Corridor) to NANA, Inc.

April 3, 2024

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<b>Proposer</b>	<b>Proposed Price</b>	<b>Review Team Score (Max. 325.5)</b>	<b>Funding Recommendation</b>
NANA	\$175,000	284	\$175,000

NANA will serve as the Agency's grants coordinator firm, providing a comprehensive multi-track approach for executing the Agency's comprehensive grants matrix plan, and identifying strategic opportunities to maximize the economic vitality of the community redevelopment area, as set forth in the redevelopment plan. These activities will be carried out by a team of professionals with years of experience creating and managing grants programs throughout Miami-Dade County. The immediate tasks, as approved by the Board, will include an evaluation of current conditions; updating of the action plan; inventorying vacant/land parcels available for redevelopment; and the scheduling of a strategic planning session.

Therefore, it is in the best interest of the Agency and the redevelopment area to enter into a contract agreement with NANA.

Attachment

**AGREEMENT**

**NW 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
GRANT ADMINISTRATOR SERVICES  
CONTRACT NO: EVN0002829**

**THIS AGREEMENT** for the provision of grant administrator services, made and entered into as of this day \_\_\_\_\_ of \_\_\_\_\_, 2024 by and between Neighbors and Neighbors Association, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 5120 NW 24<sup>th</sup> Avenue, Miami, Florida 33142, hereinafter referred to as the "Contractor"), and the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency, a public body corporate and politic, having its principal office at c/o Miami-Dade County Office of Management and Budget, 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "Agency") (collectively, the Parties).

**WITNESSETH:**

WHEREAS, the Contractor has offered to provide economic redevelopment grant coordinator services on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County Request for Proposal (RFP) No. EVN0002829, and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated December 27, 2023 (the "Contractor Proposal") which is incorporated herein by reference; and

WHEREAS, the Agency, through Miami-Dade County desires to procure from the Contractor such services for the Agency and N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Area (hereinafter referred to as the "Area") which is located in that certain unincorporated area of Miami-Dade County, as more fully described in Attachment 1, attached hereto and incorporated herein by reference, in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Agency was created by the Miami-Dade County Board of County Commissioners in 2004 and has jurisdiction over the Area; and

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 "Agency" or "CRA" to mean the NW 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency.
- b) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- c) The words "Common Carrier or Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- d) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, EVN0002829, which is attached hereto and incorporated by reference as Appendix C, and all associated addenda, and the Contractor's Proposal.
- e) The words "Contract Date" to mean the date on which this Agreement is effective.
- f) The words "Contract Manager" to mean the Agency's Executive Director, or the duly authorized representative designated to manage the Contract.
- g) 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.
- h) The word "Contractor Budget" shall mean the documents attached hereto as Appendix B, Price Schedule, which details the allowable direct and indirect/administrative costs that will be funded under this Agreement.
- i) The word "County" to mean Miami-Dade County.
- j) The word "Days" to mean Calendar days.
- k) 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.
- l) 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 "approve d", "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.
- m) 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.
- n) The words "Foreign country of concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
- o) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specific period with both sharing profits and losses.
- p) The words "Project Manager" to mean the Agency's Executive Director or the duly authorized representative designated to manage the Project.
- q) The words "Scope of Work" to mean the document appended hereto as Appendix A, Scope of Work, which details the work to be performed by the Contractor.
- r) The words "Service" or "Services" to mean the provision of grant management services in accordance with the Scope of Services.
- s) 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.
- t) 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, Articles 1 through 49; 2) the Scope of Work (Appendix A); 3) Price Schedule (Appendix B); 4) Miami-Dade County's RFP No. EVN0002829 and any associated addenda and attachments thereof, and; 5) the Contractor's Proposal.

**ARTICLE 3. RULES OF INTERPRETATION**

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

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement 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 Work 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 carry 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 in 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 Work. 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 on the date of the Parties' execution, whichever is later, and shall continue through the last day of the twelfth month, thereafter. The Agency at its sole discretion may renew this Contract



for four, one-year terms, dependent on annual funding. The County may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. The Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the Agency and the Contractor, upon approval by the Agency's Board of Commissions (the Board).

**ARTICLE 6. NOTICE REQUIREMENTS**

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by 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. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
c/o Miami-Dade County Office of Management and Budget  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Vivian Cao, Asst. Director  
Phone: (305) 375-5143 Fax:(305) 375-1569  
E-mail: [vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)

**With copies to:**

N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
c/o Miami-Dade County Office of Management and Budget  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Chimene Y. Graham  
Phone: (305) 375-5143 Fax:(305) 375-1569  
E-mail: [chimene.graham@miamidade.gov](mailto:chimene.graham@miamidade.gov)

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: [Terrence.Smith@miamidade.gov](mailto:Terrence.Smith@miamidade.gov)

**b) To the Contractor:**

Neighbors and Neighbors Association, Inc.  
Attention: Alice Townsend-Owens  
Address: 5120 NW 24<sup>th</sup> Avenue,  
Miami, Florida 33142  
Telephone: (305) 756-0605  
Fax: (305) 756-6008  
Email: [atownsend@nanafi.org](mailto:atownsend@nanafi.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 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 paid in accordance with Appendix B, Price Schedule.

Notwithstanding the foregoing Price Schedule, the parties acknowledge that the Agency will encumber \$175,000 of FY 2023 - 2024 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 2023 – 2024 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 of the 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 Appendix B, Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the 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. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency, 111 NW 1<sup>st</sup> Street, Suite 2210, Miami, Florida 33128, Attention: Vivian Cao ([vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)) or Chimene Y. Graham ([chimene.graham@miamidade.gov](mailto:chimene.graham@miamidade.gov)).

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, defend 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, N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency, 111 N.W. 1st Street, Suite 2200, Miami, Florida 33128-1974, Certificates of Insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A. Worker's Compensation Insurance as required by Florida Statute 440;
- B. Commercial General Liability Insurance for a minimum of \$1,000,000 each occurrence, \$2,000,000; aggregate. Products/completed operations. The Agency must be included as an additional Insured.
- C. Automobile Liability Insurance for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit;
- D. Professional Liability \$1,000,000 each occurrence \$2,000,000 aggregate covering claims arising out of the rendering or failure to render professional services or products; and
- E. Fidelity Insurance \$1,000,000 each occurrence \$2,000,000 aggregate

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 "A-" as to management, and no less than "Class VII" 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.**

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

N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
**Miami-Dade County**  
**111 NW 1st Street**  
**Suite 2340**  
**Miami, Florida 33128-1974**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the 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 directed upon reasonable request from the Agency, should the Agency decide, 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 maintain the progress most effectively and efficiently in performing the Services. Contractor shall be fully responsible for coordinating all the services required under this Agreement so as to ensure 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. The Agency may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Agency or County 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. DISPUTE RESOLUTION PROCEDURE**

- 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 Work; 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 Work. 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 AGENCY 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
  - vi. reimburse the Agency a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- 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 have been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the Agency may terminate this Agreement, and the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

**ARTICLE 24. EVENT OF DEFAULT**

- a) An Event of Default 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, whether or not the Agency elects to terminate this Agreement as a result thereof, 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 such other direct damages.
- c) 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 Work. 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. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

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

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

- b) **Conflict of Interest and Code of Ethics**  
Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for

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

## **ARTICLE 32. INSPECTOR GENERAL REVIEWS (0.25% does not apply to this Contract)**

### **Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (the "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 County to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the Agency by the Contractor or any third party.

### **Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) 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 of one percent (0.25%) 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 Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 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 of one percent (0.25%) in any exempted contract at the time of award.***

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present, and proposed County and Trust contracts, transactions, accounts, records, and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records, and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications, and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of IPSIGs to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance, and procurement process, including but not limited to project design, specifications, proposal submittals, activities of the Contractor, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements 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 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- g) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- i) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- j) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- k) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- l) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- m) Any other laws prohibiting wage rate discrimination based on sex.
- n) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- o) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

Pursuant to Resolution No. R-1072-17, by entering into this Contract, the Contractor is certifying that the Contractor is in compliance with, and will continue to comply with, the provisions of items "j" through "o" above. The Contractor shall hold all licenses and/or certifications, obtain and pay for all permits and/or inspections, and comply with all laws, ordinances, regulations and building code requirements applicable to the work required herein. Damages, penalties, and/or fines imposed on the 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), and permit(s) for the Contractor prior to authorizing Work and as needed.

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

By entering into this Agreement, Contractor affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. Contractor further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) Contractor is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in Contractor; or c) Contractor is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, Florida Statutes. This affirmation by Contractor shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, as Exhibit 1 and incorporated herein by reference.

#### **ARTICLE 34. NONDISCRIMINATION**

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants 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 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or 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 County, or 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, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or

- ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the 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 Project Manager. 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 regarding remedying the situation.

#### **ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION**

Under no circumstances shall the Contractor without the express written consent of the 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 37. 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 38. GOVERNING LAW**

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

#### **ARTICLE 39. RESERVED**

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

No member, officer, or employee of the County or the Agency, no member of the governing body of the locality in which the Project is situated, no member of the governing body in which the Agency was activated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the project,

shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

#### **ARTICLE 41. FORCE MAJEURE**

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

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

#### **ARTICLE 42. FIRST SOURCE HIRING REFERRAL PROGRAM**

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

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

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

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

**N.W. 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY C/O MIAMIDADE COUNTY**  
**111 N.W. 1ST STREET, 22ND FLOOR**  
**MIAMI, FLORIDA 33128**  
**ATTENTION: VIVIAN CAO**  
**Email: [vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)**

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

(Use if applicable and include the Business Associate Agreement)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

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

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

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

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



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

**ARTICLE 46. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER  
or CONTRACTED CARRIER**

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section 908.111, Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 908.111, F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attention by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section 908.111, F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the Agency, without opportunity to cure, and exclusive of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall be effective on the termination date stated in the written notice provided by the Agency and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) 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 pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the Agency debarment procedures.

**ARTICLE 47. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS**

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster, or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

**ARTICLE 48. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE**

The Contractor shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

- a) The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet PCI compliance requirements:
  1. Contractor's current annual PCI Compliance certification. The Agency has the auditing right to request copies of the PCI compliance certifications at a later time.
  2. During an installation or a major system upgrade the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across the Agency's systems and networks.
  3. Vendor Form – Payment Application(s) – Only applicable to the vendor who is installing the product in County environment.
- b) The Contractor shall resubmit the aforementioned passing, updated, completed, and signed PCI compliance documents annually to the Agency. Furthermore, the Contractor shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Data Security Standards Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c) Sensitive Authentication data and Primary Account number shall not be stored by the vendor application at any point, even if masked. Any other Card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.
- d) POS (Point of Sale) and Retail transactions must be routed directly to Miami-Dade County's merchant provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, Samsung Wallet.
- e) Internet transactions must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami-Dade County's Internal Payment Gateway shall require written justification by Contractor, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.
- f) Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Enterprise Security Office and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification by the proposed system's provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting/processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three (3) basic services that allow Contractor applications to interact with its Payment Gateways:

1. Web-based Credit Card Transaction Service
2. Web-based Automated Clearing House (ACH) (e-Check) Transaction Service.
3. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web

Service, and Miami-Dade County will provide the service Web Service Definition Language (WSDL) and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the County's clearinghouse.

There are two different ways that a merchant customer can handle the Credit Card or ACH (e-Check) transaction processing:

**Option #1:**

Contractor's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund, and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a vendor, it will offer the greatest flexibility and customization. This option also requires for the vendor application to be hosted on a server inside Metronet, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside the Metronet, Miami-Dade County can develop a Payment Module Application (option #2) that will service the vendor's application.

**Option #2:**

Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the vendor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the vendor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; Secure Sockets Layer protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the vendor application. This solution will not require the client application to be hosted on Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.

**ARTICLE 49. SURVIVAL**

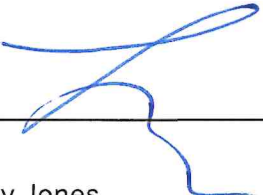
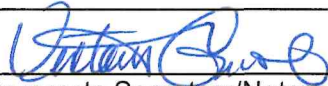
The parties acknowledge that any of the obligations in this Agreement will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Contractor and the Agency under this Agreement, which by nature would continue beyond the termination, cancellation, or expiration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

Contractor

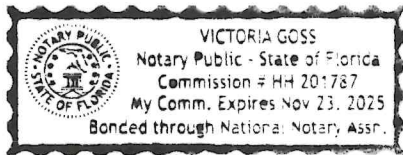
**N.W. 7th Avenue Corridor  
Community Redevelopment Agency,  
a public corporate and politic**

By:   
 Name: Leroy Jones  
 Title: Executive Director  
 Date: 3/7/2024  
 Attest:   
 Corporate Secretary/Notary Public

By: \_\_\_\_\_  
 Name: \_\_\_\_\_  
 Title: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Attest: \_\_\_\_\_

Corporate Seal/Notary Seal

Approved as to form and legal sufficiency



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

## APPENDIX A SCOPE OF SERVICES

### 1. Background

In order to eliminate and prevent the spread of slum or blighted conditions and stimulate and support the redevelopment of the NW 7th Avenue Corridor, the Agency was created, and its Board of Commissioners (Board) appointed by the Miami-Dade County County's Board of County Commissioners (BCC), pursuant to Chapter 163, Part III, Florida Statutes and Ordinance No.04-124, as amended, in 2004. The Board also adopted Resolution No. R-661-12, which approved the redevelopment plan (Plan or Redevelopment Plan) for the Redevelopment Area. In addition to the Agency's Community Redevelopment Plan, the Agency has also developed a 12-point Economic Development Action Plan (Action Plan), in which supporting the growth, expansion, and creation of new businesses in the Redevelopment Area are critical priorities.

Over the years, the BCC adopted the following:

- a) Resolution No. R-293-04, dated March 16, 2004, determined the Redevelopment Area to be blighted, as defined in Section 163.340 Florida Statutes;
- b) Ordinance No. 06-18, dated February 07, 2006, created the Agency and appointed the members of the Agency Board;
- c) Resolution No. R-780-04, dated June 22, 2004, approved the Agency's Redevelopment Plan;
- d) Ordinance No. 04-124, dated June 22, 2004 established a redevelopment trust fund pursuant to Section 163.387 Florida Statutes, for deposit of tax increment revenues generated from the Redevelopment Area;
- e) Resolution No. R-223-11, dated April 4, 2011, adopted a Finding of Necessity for expansion of the Redevelopment Area; and,
- f) Resolution No. R-661-12, dated September 6, 2012, adopted an amended Redevelopment Plan for the expanded area.

Supplementary background information about the NW 7<sup>th</sup> Avenue Agency Redevelopment Plan can be found at:

<http://www.miamidade.gov/redevelopment/library/plans/nw-7th-avenue-community-redevelopment.pdf>

N.W. 7th Avenue has historically been an important commercial corridor in North Miami-Dade. Prior to the construction of Interstate, I-95, Route 441, which includes all of NW 7th Avenue, was the main North-South highway connecting Miami to Atlanta. Although undergoing a period of decline in the 1960's and 1970's, N.W. 7th Avenue is poised to play an important role in the future of the Miami-Dade regional economy.

The Community Redevelopment Area Market Area — the 3-mile radius surrounding the Area, is a major regional sub-market. Over 483,000 people live within the Agency Market Area — if it was its own city, it would be the second largest City in Florida. The Area's Market Area is home to just over 9,596 business establishments, employing over 120,000, representing approximately 12% of the County's businesses and 13% of its jobs base. Roughly 201,000 employed workers live within the Market Area, representing 17% of the County's employed workers. Total annual household income in the Area's Market Area is over \$7.5 billion, or about 13% of Miami-Dade County's.



Since the 2008 recession, the Area and its Market Area have continued to grow, expanding business establishments by roughly 9%, paid employees about 20%, and total business payroll by approximately 42%. Its growth has surpassed the County, which grew businesses by approximately 10%, employees by 15%, and total payrolls by 28%.

The Area is home to a diverse mix of approximately 396 primarily small businesses, which employ over 2,800 persons, in retail, education, automobile dealers, parts and repairs, health care, electronics and precision equipment repair and maintenance. Recent new businesses in the Area, some developed or improved with the help of funding received from the Agency, include high-end print services, personal health care products manufacturer, law firm, and planned 200+ room hotel. Magnus Media, Marc Anthony's global music production and talent management agency, is one of the CRA's most recent residents.

Many of the region's most important economic assets are within minutes of the Area, including: 1) 20 minutes of Miami International Airport and Free Trade Complex, 2) 23 minutes from Fort Lauderdale-Hollywood International Airport, 3) 14 minutes from Miami/Opa-Locka Executive Airport, 4) 15 minutes from the Port of Miami, and 5) 22 minutes from Port Everglades.

The Area borders Interstate 95 on its east edge; one of the most heavily traveled sections of interstate highway in the country. The Area is also extensively served by every mode of transportation, making it Miami's, and one of Florida's, most connected and accessible corridors. Further, the Area provides a considerable opportunity for development and job creation. The more than 70 acres of vacant and underutilized property within the Area can accommodate a minimum of 1.3 million square feet of new development. The Area encompasses both the east and west sides of NW 7th Avenue and is the geographic area bounded on the North by NW 119 Street, bounded on the East by Interstate 95, bounded on the West by the property lines of the properties which abut NW 7th Avenue and on the south by NW 80 Street and the area generally bounded on the North by the City of Miami Gardens, bounded on the East by Interstate 95, bounded on the West by the westernmost property lines of the parcels which abut the westerly right of way along NW 7th Avenue, and on the South by the City of North Miami. Please refer to the Redevelopment Area Map in Appendix A attached hereto and incorporated herein by reference.

The Area is a key location that supports the expansion, creation, and diversification of the Miami-Dade economy. The Agency's economic development goals are as follows:

- a) re-position 7th Avenue as a major regional employment center;
- b) support the growth and expansion of existing business located within the Redevelopment Area;
- c) support development of new businesses in the Redevelopment Area;
- d) support new job creation, training, and increase employment opportunities for residents of Northwest Miami-Dade County;
- e) support the aspirations of the residents living in the Redevelopment Area to improve home values, safety, and the neighborhood, and;
- f) execute an economic development program that delivers results within its financial means.

Additional information about the Agency, including the Agency's Redevelopment Plan, the 2014 Economic Opportunity Assessment & Economic Development Action Plans and

program offerings, can be obtained online: <http://www.miamidade.gov/redevelopment/nw-7th-avenue-corridor.asp>.

In addition, the Redevelopment Plan identifies six priority economic development projects and programs (along with strategies) and takes into consideration the surrounding community. The six projects areas are: (1) attraction of large users creating jobs and/or constructing facilities; (2) construction of new retail/office facilities; (3) rehabilitation of existing, useable and viable structures; (4) attraction of new jobs in office/retail/restaurants; (5) development of a business incubator program; and (6) development of light industry with "clean" uses that can take advantage of the sight access to I-95. The Agency's Board currently administers two grant programs to assist local business within the redevelopment area.

## **2. Objectives**

The Agency's objectives in connection with the implementation of the Agency's Redevelopment Plan include, in varying degrees, many facets of the Agency's goals including, providing business and economic assistance, grant opportunities and the removal of slum and blight. The efforts of the Contractor will help provide funding, educate businesses, and drive positive change through successful grant direction and management.

Businesses in the Area face a challenge in that public perception of the Area is either limited, misunderstood, or uninformed. The many businesses and the level of business activity in the Redevelopment Area is not well known therefore, some members of the public incorrectly perceive the neighborhood to be a high crime area.

## **3. Tasks / Scope of Work**

The role of the Contractor involves a combination of administrative, financial, and strategic responsibilities. As their initial tasks, the Contractor shall:

- a) Review/update the current Agency grant program offerings and explore other funding options (i.e., loan program), within 60 days following engagement;
- b) Develop a business relocation loan or grant program; and
- c) Conduct preliminary research for transitioning to an electronic-based grants program.

In addition, the Contractor shall have as their primary responsibilities the following:

### **A. Grants Management:**

- 1) Develop and implement grant policies, procedures, programs, and guidelines for the grant programs in accordance with agency objectives and funding requirements.
- 2) Coordinate the entire grants lifecycle, from pre-application assistance to post-award compliance and reporting.
- 3) Monitor grant-funded projects to ensure adherence to grant guidelines, deliverables, and timelines.
- 4) Maintain a comprehensive database of the entire grants universe continuum (from potential applicants, applicants and grantees and former grantees).

- B. Grant Application Assistance:
  - 1) Conduct workshops, training sessions, and one-on-one consultations to educate potential grantees on the application process and best practices.
  - 2) Offer technical assistance in navigating manual or online application portals, accessing necessary documentation, and submitting complete and thorough grant applications.
  - 3) Review draft applications, providing constructive feedback and suggestions for improvement.
  
- C. Grant Evaluation and Selection:
  - 1) Establish evaluation criteria and procedures for reviewing and scoring grant applications.
  - 2) Coordinate the review process, including serving on review committees, assigning applications for consideration, and facilitating evaluation meetings.
  - 3) Participate in the selection process, providing insights and recommendations based on applicant evaluation and program priorities.
  
- D. Grant Award Administration:
  - 1) Prepare grant award documentation, including grant agreements, community benefits agreements (CBAs) and other collateral documents.
  - 2) If requested, coordinate the distribution of Agency's agent in receipt/disbursal of funds following the approval of a payment request.
  - 3) Provide on-going support and guidance to grantees regarding grant compliance, reporting, and financial management.
  - 4) Facilitate County vendor registration and small business training for those businesses which need assistance.
  
- E. Grant Compliance and Reporting:
  - 1) Monitor grantee compliance with funding requirements, including project activities, budgetary guidelines, and reporting deadlines.
  - 2) Review and analyze grantee progress reports, financial statements, and performance metrics.
  - 3) Prepare and submit comprehensive grant (applicants/grantees) reports to funding agency, highlighting accomplishments, challenges, and outcomes, along with monthly invoice.
  
- F. Grant Monitoring and Site Visits:
  - 1) Provide guidance and support to grantees, as needed. Serve as a resource and point of contact for grantees, addressing their inquiries, concerns, and requests for assistance.
  - 2) Conduct regular site visits to grantee organizations to assess project/construction progress, validate expenditures, and provide technical assistance.
  - 3) Maintain detailed records and documentation of site visits, including observations, findings, and follow-up actions.
  - 4) Address any issues or concerns identified during site visits to the Agency's administrative staff.
  
- G. Grant Program Evaluation and Improvement:
  - 1) Evaluate the effectiveness of the grants program in achieving its goals and outcomes.



- 2) Identify areas for improvement and recommend programmatic changes or enhancements.
  - 3) Participate in strategic planning discussions to align the grants program with the agency's overall objectives and community needs.
- H. Stakeholder Engagement and Collaboration:
- 1) Build and maintain relationships with grantee organizations, community stakeholders, and funding agencies.
  - 2) Organize meetings, workshops, and networking events to foster collaboration and knowledge sharing among grantee organizations.
  - 3) Participate in all Agency meetings, community workshops, and task force meetings.
  - 4) Provide ancillary support of efforts undertaken by the Agency's other consulting partners (i.e., economic development, business support, etc.)
  - 5) Collaborate, as needed, with other CRAs (NW 79<sup>th</sup> Street/North Miami) and CRA consultants (Econ. Dev.) for execution of mutual goals

Following award of an agreement, it is anticipated that during the initial 60-day period the grants coordinator will require approximately 30 hours per week. Thereafter, it is anticipated that the grants coordinator will require approximately 20 hours per week. The Agency does not have a physical location where Contractor is expected to work. Therefore, the hours referenced apply to a combination of hours spent attending Agency meetings ("on-site") and hours spent away from the Agency (off-site) conducting business for and on behalf of the Agency.

#### **4. Grant Funds**

Historically, the Agency has administered two primary grant programs, the Commercial Improvement Program (CIP) and the Business Innovation and Investment Grant (BIIG) program; both designed to stimulate employment, grow businesses, and spur investment within the community redevelopment area (<http://www.miamidade.gov/redevelopment/nw-7th-avenue-corridor.asp>).

Approved in 2013, the CIP provides assistance to businesses located within the CRA boundaries to rehabilitate or construct privately owned commercial and industrial buildings which are occupied by licensed businesses. The funds can be used for improvements to the building and property, correction of code violations, and/or removal of barriers which provide access to disabled persons. Since inception of the program, 30 CIP grants have been awarded to area businesses totaling \$1.8 million. Since one of the main objectives of the CIP is to stimulate employment of persons living within the CRA Area, acceptance of a CIP grant also requires entering into a Community Benefits Agreement (CBA) with the Agency.

The Agency, through BIIG, which was established in 2014, has awarded 42 business grants for a total of \$400,000. The specific objective of this grant is to assist businesses in the redevelopment area with improvements or investment in new equipment and/or technology. Grant funds can only be used to purchase new equipment/technology or to improve or upgrade existing equipment/technology to be used directly in the business. Some of the allowable equipment or technology might include process, manufacturing equipment and tools; computers/computer software; vehicles used for business purposes; and/or specialized furniture used directly for the making of products and/or delivery of services to customers.

In June 2020, in response to COVID-19, the Agency approved an Emergency Grants Program

(EGP) to award up to \$600,000 (85 grants up to \$7,000 each) to directly address small business needs with the purchase of equipment, mortgage and rental assistance, and/or payroll support. Fortunately, an analysis found that a fair number of the Area's businesses qualified for and received emergency funding through the federal government's Paycheck Protection Program (PPP) from the Small Business Administration, Coronavirus, Aid, Relief and Economic Security (CARES) Act, and/or Miami-Dade County's emergency grant program. The Agency would go on to award seven emergency grants for a total of \$24,500.

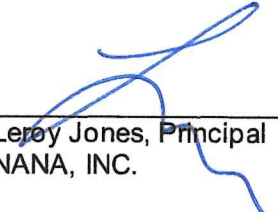
### **5. Reporting**

When subcontractors or sub-consultants are utilized to fulfill the terms and conditions of the awarded contract, the Contractor shall be required to file quarterly reports as to the amount of contract monies received from the Agency and the amounts thereof that have been paid by the contractor directly to Small Business Enterprises performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance, or administrative order.

**ATTACHMENT A  
RFP EVN0002829 – NW 7<sup>th</sup> Avenue CRA – Grant Administrator Services  
DELIVERABLES – NEIGHBORS AND NEIGHBORS, INC.**

<b>TASK</b>	<b>TIMELINE</b>	<b>2024 Goals</b> <i>(Mar 2024 – Sept 2024)</i>	<b>2024 Outcome</b>	<b>2025 Goals</b> <i>(Oct 2024 – Mar 2025)</i>	<b>2025 Outcome</b>
A. Evaluate existing conditions	Apr – May 2024				
B. Review and update the CRA CIP Program, community benefits agreement and all collaterals	Apr – Jul 2024				
C. Review and update the CRA BIIG Program and all collaterals	Apr – Jul 2024				
D. Develop grants outreach plan and calendar	May – Jun 2024				
E. Research and provide feasibility report on possible loan programs	May – Jul 2024				
F. Develop a business relocation program	Aug – Sep 2024				
G. Research and develop a plan for transitioning to electronic based grant system	Sep – Nov 2024				
H. Participate in the CRAs strategic planning/retreats	Summer 2024				
I. Attend annual Florida Redevelopment Association (FRA) conference, and any other conferences/workshops related to Chapter 163, as requested	Fall 2024				
J. Engage in regular interaction with businesses along the corridor; provide monthly activity reports and other documents as needed	Apr 2024 – Mar 2025				
K. Collaborate, as needed, with other CRAs (NW 79 <sup>th</sup> Street/North Miami) and CRA consultants (Econ. Dev.) for execution of mutual goals	Apr 2024 – Mar 2025				
L. Attend CRA Board and staff meetings (in-person, virtual, and telephone) and workshops and other relevant meetings, as requested	Apr 2024 – Mar 2025				

  
 \_\_\_\_\_  
 Leroy Jones, Principal  
 NANA, INC.

3/7/2024  
 \_\_\_\_\_  
 Date

**APPENDIX B – PRICE SCHEDULE****PRICING:**

The Contractor's price for the one-year term is a flat, fixed price shown below, includes all costs associated to provide all the Services as stated in Appendix A, Scope of Services.

<b>Total Price for the Initial One-Year Term of the Contract</b>
<b>\$ 175,000.00</b>

The Contractor's fixed price for the four years shown below in the event the Agency renews the Contract and or gets additional funding for each of the subsequent years. These prices will be set when negotiating the subsequent years of the contract.

<b>Total Prices for Years 2 through Five (dependent upon OR subject to the renewal of the contract and funding)</b>	
for Year 2	<b>\$ 183,750</b>
for Year 3	<b>\$ 192,938</b>
for Year 4	<b>\$ 202,584</b>
for Year 5	<b>\$ 212,714</b>

**BREAKDOWN OF TOTAL PRICE (Year 1)**

Occasionally, the Agency may require the additional services as listed in Appendix A, Scope of Services. These additional services are related to, but not included in, providing the services above. The Contractor's hourly rates by job classifications shown below are for providing any additional services.

<b>Classification</b>	<b>Not to Exceed Hourly Rate</b>
<b>Executive Director</b>	<b>\$ 76.92</b>
<b>Program Manager</b>	<b>\$ 52.88</b>
<b>Incubator Manager</b>	<b>\$ 36.06</b>
<b>Program Developer</b>	<b>\$ 28.85</b>
<b>Business Coordinator</b>	<b>\$ 24.04</b>
<b>Outreach Specialist</b>	<b>\$ 24.04</b>

**Notes:**

1. The fixed prices and not to exceed hourly rates above include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses will not be reimbursed separately by the Agency.
2. The fixed price and hourly rates shall be guaranteed for the term of the Contractor, including any extensions and renewal periods.

**ATTACHMENT B**  
**NW 7th AVENUE CORRIDOR COMMUNITY**  
**REDEVELOPMENT AGENCY MAP**

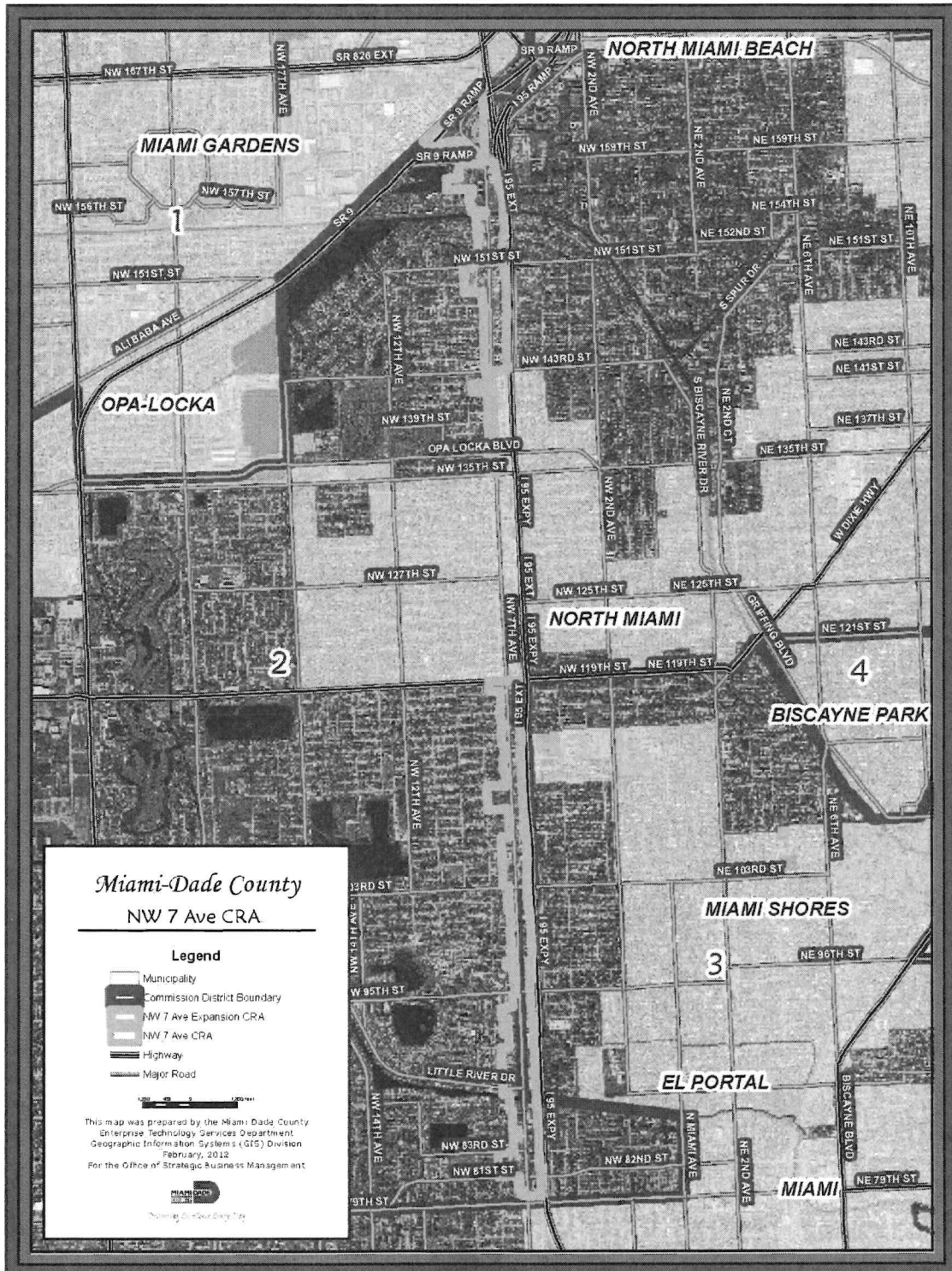


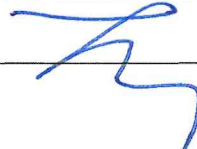


Exhibit 1



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED  
AFFIDAVIT

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by Section 287.138, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

<u>Neighbors And Neighbors Association, Inc.</u> does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)	
<small>Bidder's/Proposer's Legal Company Name</small>	
of <u>Section 287.138, F.S.</u>	
Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.	
Print Name of Bidder's/Proposer's Authorized Representative:	<u>Leroy Jones</u>
Title of Bidder's/Proposer's Authorized Representative:	<u>Executive Director</u>
Signature of Bidder's/Proposer's Authorized Representative:	
Date:	<u>3/7/2024</u>