

# NW 79th Street Community Redevelopment Agency

[www.miamidade.gov/global/government/boards/northwest-79th-street-cra.pageasp](http://www.miamidade.gov/global/government/boards/northwest-79th-street-cra.pageasp)



**April 30, 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. March 27, 2024

VI. Presentations

- |   |                            |
|---|----------------------------|
| A. Miami-Dade County, Police Department               | Lieutenant Luis Perez      |
| B. Miami-Dade County, Regulatory & Economic Resources | Anthony Bonamy, Thrive 305 |
| C. Neighbors and Neighbors Association, Inc.          | Leroy Jones                |

VII. Items for Review/Action

- A. Resolution 04-2024: 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. Economic Development Coordinator - COLAB

IX. New Business

A. Administrative Update

IX. ADJOURNMENT

# NW 79th Street Community Redevelopment Agency

[www.miamidade.gov/global/government/boards/northwest-79th-street-cra.pageasp](http://www.miamidade.gov/global/government/boards/northwest-79th-street-cra.pageasp)



## 2024 Meeting Dates\*

Arcola Lakes Library @ 6pm

~~·Wednesday, January 24th~~

~~·Wednesday, February 28th~~

~~·Wednesday, March 27th~~

~~·Tuesday, April 30th~~

·Tuesday, May 28th

·Thursday, June 27th

·Wednesday, July 31st

·August Board Recess

·Wednesday, September 25th

·Wednesday, October 30th

·Wednesday, November 27th

·Wednesday, December 11th

Meeting dates and agendas are also posted at:

<https://www.miamidade.gov/global/government/boards/northwest-79th-street-cra.page>

(CRA webpage)

<https://www8.miamidade.gov/global/calendar/global.page>

(Miami-Dade County webpage)

Contact: Miami-Dade County - Office of Management & Budget  
(305) 375-5143

\*Meeting dates are subject to change due to unforeseen circumstances.



## NW 79th STREET CORRIDOR REDEVELOPMENT AGENCY REGULAR MEETING

**OFFICIAL MINUTES – Wednesday, March 27, 2024**

I. Call to Order – CRA Board Chairman McKinney called the meeting to order at 6:13 p.m.

II. Roll Call and Introductions –

Aaron McKinney, Chairman	Present
Dr. Gilbert Saint Jean, Jr., Vice Chairman	Present
Board Member Nadege Vilsaint	Present
Board Member Parmalyn Jacob	Absent
Board Member Tanisha "Wakumi" Douglas	Present

Others Present:

Vivian Cao, Chimene Graham, and Nicole Jordan, Miami-Dade County, Office of Management & Budget (OMB)  
Terrence A. Smith, County Attorney's Office (CAO)  
Melissa Hege and Matthew Hege, MHCP COLAB  
Mr. Howard Brown Local Government Consulting Group

III. Public Comment/Reasonable Opportunity to be Heard – Doretha Nicholson spoke about opportunity to collaborate with the CRA and the local community.

IV. Approval of Agenda – Nadege Vilsaint moved to approve the agenda with a second from Dr. Gilbert Saint Jean Jr. Motion passed.

V. Approval of October 19, 2023, and July 31, 2023, Minutes – Dr. Gilbert Saint Jean Jr. moved to approve the minutes with a second from Nadege Vilsaint. Motion passed.

VI. Presentation – MHCP COLAB (COLAB), Melissa Hege and Matthew Hege provided an overview of their response to the economic development coordinator RFP, which was released last November, and an overview of their company and team, which will be used on said engagement. COLAB is a local company with experience working with municipal CRA's. Their areas of expertise include: redevelopment, zoning and land use, mobility and transit-oriented development, and public engagement. Melissa discussed their knowledge of and experience working with key players in the community, as well as the Urban Land Institute. Matthew identified key areas of growth that would be vital to success and which will be presented in an updated action plan following the board retreat. Mr. Howard Brown, was introduced as a member of the COLAB team and indicated that he would be supporting Melissa and Matthew, working with non-governmental organizations to support the CRA's identified goals and conduct appropriate outreach. After various questions from board members, the group discussed their vision and approach to public/private partnerships (P3s), initial approaches to garner business and community input utilizing technology software. The Board emphasized the need to operationalize a broad communication plan within the community in multiple formats.

VII. Items for Review/Action–

- A. **Resolution 01-2024:** Resolution Awarding an Economic Development Coordinator Contract to MHCP COLAB to Provide Economic Development Services to the Agency in the Amount of \$190,000 for a One-Year Term with Four, One-Year Options – Terrence Smith read the resolution into the record. Tanisha "Wakumi" Douglas moved to approve the resolution with a second from Nadege Vilsaint. Motion passed.
- B. **Resolution 02-2024:** Resolution Formally Accepting the Finding of Necessity (FON) Study – Terrence Smith read the resolution into the record. Vivian Cao elaborated on the item stating that the finding of necessity was conducted to expand the redevelopment area and increase the tax base. Nadege Vilsaint moved to approve the resolution with a second from Dr. Gilbert Saint Jean, Jr. Motion passed.

- C. **Resolution 03-2024:** Rejecting All Bids Received in Response to RFP No. 79TH2021-002, Marketing, Branding and Public Relations Consultant Services – Terrence Smith read the resolution into the record. Chimene Graham explained that the previous board approved the release of a marketing and branding RFP in 2021. However, due to Florida S Chapter 163 clarifications received when the Board had lost quorum, as it relates to TIF dollars not being allowed to be used for marketing purposes, legal counsel advised that a formal rejection of all proposals was needed. Dr. Gilbert Saint Jean, Jr. moved to approve the resolution with a second from Nadege Vilsaint. Motion passed.

VIII. New Business–

A. Administrative Updates –

- Vivian stated that the FON item will need to go to the Miami-Dade County Board of County Commissioners for consideration and approval, after which time, staff will commence with the second phase of the process which is to procure a consultant to conduct an update of the redevelopment plan to incorporate the four new areas.
- Vivian also stated the new out-posted “boots-on-the-ground” position that will be shared between the NW 79<sup>th</sup> Street and NW 7<sup>th</sup> Avenue CRAs has been advertised and we anticipate scheduling interviews within the next couple weeks. As previously indicated, this position will serve as the eyes and ears of the CRAs in the community and will work closely with the CRA, local community and consultants.

- IX. Adjournment– There being no additional business, the meeting adjourned at 7:22 p.m.



NW 79th Street Community Redevelopment Agency - Crime Statistics

Part 1 Crimes																		
Grids	0592	0682	0683	0741	0788	0789	0790	0791	0792	0793	0794	0795	0796	0797	0798	0799	0862	0863
Homicide Offenses	0	1	1	0	0	0	0	0	2	1	1	1	1	0	0	0	1	1
Forcible Sex Offenses	0	1	1	3	0	1	2	5	4	0	5	3	3	3	2	2	1	3
Robbery	6	10	10	8	0	4	9	23	15	7	7	9	10	7	13	11	20	16
Larceny	46	48	99	107	0	281	185	80	41	15	30	50	25	24	49	28	68	83
Auto Theft	21	7	21	17	0	24	29	37	11	10	7	22	18	23	16	11	25	17
Burglaries (Res. & Com.)	18	10	15	13	0	6	10	20	17	9	9	6	9	11	17	8	12	49
Assaults	27	28	49	25	0	14	34	51	56	11	24	35	50	38	51	19	32	86
Vehicle Burglary	23	46	28	17	0	20	33	34	26	19	17	10	10	11	38	13	18	19
<b>Totals</b>	<b>141</b>	<b>151</b>	<b>224</b>	<b>190</b>	<b>0</b>	<b>350</b>	<b>302</b>	<b>250</b>	<b>172</b>	<b>72</b>	<b>100</b>	<b>136</b>	<b>126</b>	<b>117</b>	<b>186</b>	<b>92</b>	<b>177</b>	<b>274</b>

Part 2 Crimes																		
Grids	0592	0682	0683	0741	0788	0789	0790	0791	0792	0793	0794	0795	0796	0797	0798	0799	0862	0863
Negligent Manslaughter	0	0	0	0	0	0	0	0	1	0	1	0	0	0	0	0	0	0
Kidnapping/Abduction	1	0	0	0	0	0	1	0	1	0	0	0	0	1	0	0	0	0
Arson	0	0	0	0	0	0	0	0	2	0	0	1	0	0	0	0	2	0
Simple Assault	27	31	47	30	0	12	26	62	38	11	20	31	22	36	36	13	20	61
Narcotic Offenses	1	0	5	2	0	3	9	14	6	5	3	7	14	7	20	7	26	28
Bribery	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Embezzlement	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0
Fraud	11	8	4	15	0	2	8	5	6	0	9	6	6	5	10	3	2	8
<b>Totals</b>	<b>40</b>	<b>39</b>	<b>56</b>	<b>47</b>	<b>0</b>	<b>17</b>	<b>44</b>	<b>81</b>	<b>54</b>	<b>16</b>	<b>33</b>	<b>45</b>	<b>42</b>	<b>49</b>	<b>66</b>	<b>23</b>	<b>50</b>	<b>97</b>

TOTAL CRIMES	181	190	280	237	0	367	346	331	226	88	133	181	168	166	252	115	227	371
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**RESOLUTION NO. CRA-04-2024**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AWARDING A GRANTS 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; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79<sup>TH</sup> STREET 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 contract for grant 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 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:

Aaron McKinney, Chairman \_\_\_\_\_

Dr. Gilbert St. Jean \_\_\_\_\_

Tanisha Douglas \_\_\_\_\_

Parmalyn Jacob \_\_\_\_\_


Nadege Vilsaint \_\_\_\_\_

The Chairperson thereupon declared the resolution duly passed and adopted this 30th day of April, 2024.

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

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

Approved by CRA Attorney as  
to form and legal sufficiency.



Terrence A. Smith



**Date:** April 30, 2024

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

**From:** Vivian Cao, Executive Director  
NW 79<sup>th</sup> Street Community Corridor Redevelopment Agency

**Subject:** Resolution 04-2024: Recommendation — RFP No. EVN0002831 (Grants Administrator Services, NW 79<sup>th</sup> Street 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 79<sup>th</sup> Street Community Corridor Redevelopment Agency (Agency) award Contract No. EVN0002831, Grants Administrator Services for the Agency to NANA CRA 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 the Board's 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 contained therein including termination and amendment provisions that are consistent with the Board's resolution, pursuant to Section 2-8.1 of the Code of Miami-Dade County, Florida, and Implementing Order 3-38.

### **Fiscal Impact**

The fiscal impact of this item is \$175,000 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 Administrator*.

### **Delegation of Authority**

Upon approval of this item, the Executive Director or Executive Director's designee will be authorized to execute a 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 contractor responsibility.

### **Background**

On November 28, 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 16, 2024. Three proposals were received: Bear Atlantic Group; NANA and Trimerge Consulting Group, P.A. An evaluation meeting was held on February 7, 2024, by the Review Team, following the guidelines published in the solicitation. The Review Team recommended NANA be awarded based on the evaluation scores.

Table 1			
Proposer	Proposed Price	Review Team Score (Max. 325.5)	Funding Recommendation
NANA	\$175,000	291	\$175,000

The Contractor will serve as the Agency's grants coordinator firm, providing a comprehensive multi-track approach for executing the Agency's comprehensive grants matrix plan, 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 more than a dozen years' of experience creating and managing grants programs throughout Miami-Dade County. The immediate tasks, as approved by the Board, will include research/feasibility report on possible loan programs; an evaluation of current grant programs; creation of residential and business relocation grant programs; research into transitioning to an electronic based grant system; and development of a grants outreach plan and calendar.

NANA's response to RFP No. EVN00002829, for the same exact services for the NW 7<sup>th</sup> Avenue CRA, was recommended for funding by that Review Team on January 19, 2024 and approved by the CRA on April 3, 2024.

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

Attachment:  
Contract

**NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
GRANTS ADMINISTRATOR SERVICES  
CONTRACT NO: EVN00002831**

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**THIS AGREEMENT** for the provision of grants coordination 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 24th Avenue, Miami, Florida 33142, hereinafter referred to as the "Contractor"), and the 79<sup>TH</sup> Street Corridor Community Redevelopment Agency, having its principal office at 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), Miami-Dade County Request for Proposal (RFP) No. EVN00002831, 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 County desires to procure from the Contractor such services for the 79<sup>th</sup> Street Corridor Community Redevelopment Agency (CRA), 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 2009 and serves the 79<sup>th</sup> Street Corridor of unincorporated Miami-Dade County (hereinafter referred to as 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" and "CRA" to mean the 79<sup>th</sup> Street 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, RFP EVN00002831, 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 "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 "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Agency's Project Manager.
- (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 "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.
- (n) 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.
- (o) The words "Project Manager" to mean the Agency's Executive Director or the duly authorized representative designated to manage the Project.
- (p) The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- (q) The words "Service" or "Services" to mean the provision of Grant Coordination services in accordance with the Scope of Services.
- (r) 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.
- (s) 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; 4) Miami-Dade County's RFP No. EVN00002831 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 CRA 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:

**(1) To the Agency:**

To the Contract Manager:

N.W. 79<sup>th</sup> Street 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. 79<sup>th</sup> Street 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)

**(2) 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  
E-mail: [atownsend@nanafl.org](mailto:atownsend@nanafl.org)

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

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

The Contractor 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 \$175,000.00 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. 79<sup>th</sup> Street 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 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 Agency, N.W. 79th Street Corridor Community Redevelopment Agency, c/o Miami-Dade County 111 N.W. 1st Street, Suite 2200, Miami, Florida 33128-1974, Certificate(s) of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- (b) Worker's Compensation Insurance as required by Florida Statute 440
- (c) Commercial General Liability Insurance for a minimum of \$1,000,000 each occurrence, \$2,000,000 aggregate. Products/completed operations. The Agency must be shown as an additional insured with respect to this coverage.
- (d) Automobile Liability Insurance for all owned, non-owned and hired vehicles in an amount not less than \$1,000,000 combined single limit.
- (e) 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
- (f) Fidelity Insurance \$1,000,000 each occurrence \$2,000,000 aggregate

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

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

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services 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. 79<sup>th</sup> Street Corridor Community Redevelopment Agency  
c/o **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.

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.

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 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.

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.

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.

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 grants administration and coordination services on 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**

- B. 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.
- C. 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.
- D. 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.

- E. 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.
- F. 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'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 into 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 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 solicitation)**

**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 Contractor 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:

1. 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.
2. Miami-Dade County Small Business Enterprises Development Participation Provisions.
3. 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.
4. The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
5. Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
6. Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
7. Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
8. 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.
9. The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
10. 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).
11. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
12. Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
13. Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
14. Any other laws prohibiting wage rate discrimination based on sex.
15. Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
16. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
17. 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 Appendix C 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 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 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 Agency 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. 79<sup>TH</sup> STREET 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 (Use if applicable or delete if not applicable to the Work/Services)**

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**

(Use if applicable or delete if not applicable to the Work/Services)

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**

(Use if applicable or delete if not applicable to the Work/Services)

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

1. 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.
2. 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.
3. 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.
4. 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.
5. 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.
6. 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 HTTP's 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. 79<sup>th</sup> Street Corridor**  
**Community Redevelopment Agency (CRA)**

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

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

Name: **Leroy Jones**

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

Title: **Executive Director**

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

Date: **March 21, 2024**

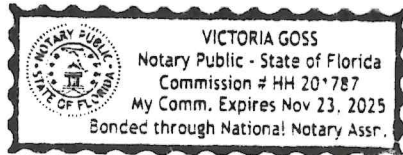
Date: \_\_\_\_\_

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 slum or blighted conditions and stimulate and support the redevelopment of the NW 79th Street corridor, the NW 79th Street Corridor Community Redevelopment Agency (CRA or Agency) 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.11-52, as amended, on July 19, 2011. The Board also approved the Agency's Redevelopment Plan (Plan) on July 9, 2011. In addition to the Plan, the CRA has also developed an Action Plan, in which supporting the opportunities for residents, growth and expansion of businesses and redevelopment of key parcels of land in the Redevelopment Area are critical priorities.

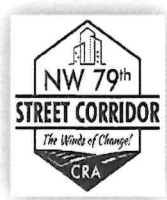
Over the years, the Board adopted the following:

- Resolution No. 566-09, dated May 5, 2009, declared the Area as slum and blighted and authorized the County to prepare a Community Redevelopment Plan to carry out the community redevelopment purposes of Chapter 163 in the CRA.
- Ordinance No. 11-55, dated July 11, 2011, appointed the members of the CRA Board;
- Resolution 604-11, dated July 19, 2011, approved the CRA Redevelopment Plan.
- Ordinance No. 11-52, dated July 19, 2011, established a redevelopment trust fund pursuant to Chapter 163, Florida Statutes, for deposit of tax increment revenues generated from the Redevelopment Area; and
- Resolution No. 95-12, dated January 24, 2012, approved execution of the Interlocal Agreement between the County and the CRA.

Supplementary background information about the NW 79th Street Agency Redevelopment Plan can be found at:

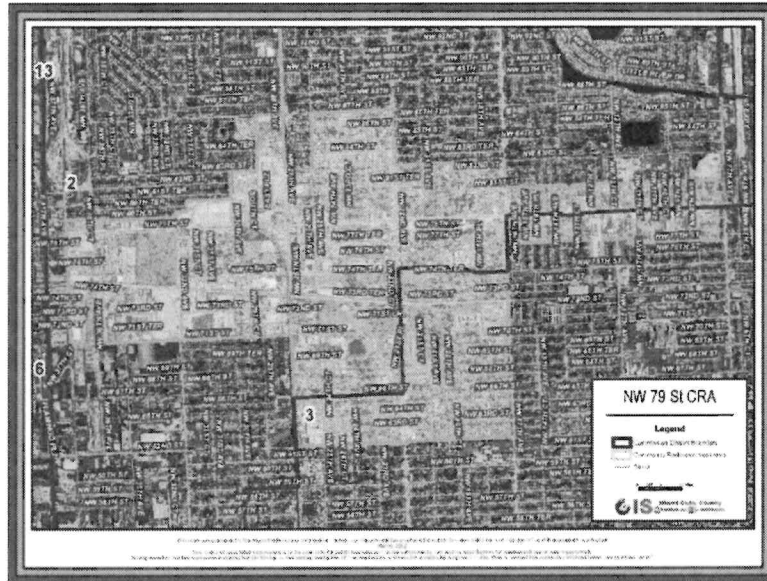
<https://www.miamidade.gov/global/government/boards/northwest-79th-street-cra.page>

The Redevelopment Area is located in the west-central portion of Miami-Dade County. It extends approximately 2 miles from NW 7th Street at the east end to NW 37th Street on the west end. At the west end, it includes only those parcels fronting on NW 79th Street on the north side, but extends south for about one third of a mile to include an industrial area centered around the FEC railroad tracks running approximately parallel to NW 79th Street. The center portion, between NW 17th and NW 27th Streets, widens considerably to extend to NW 61st Street on the south to NW 87th Street on the north, a distance of about one mile. The east end, east of NW 17th Street, is less than a thousand feet wide, and centered on NW 79th Street. The overall area encompasses approximately 1,254 acres.



Situated in the heart of Miami, from its eastern border at NW 7th Street going west to NW 32nd Street, 79th Street is a mixture of old, new, corporate, industrial, and retail businesses interspersed with an emerging inventory of new affordable housing apartment options for seniors and families. The streets are lined with an array of colorful storefronts, from family-owned businesses to shops showcasing an assortment of goods from around the world. An underappreciated aspect of this community is its global demographics with African American, African, Caribbean, and Hispanic merchants with ties throughout the Americas, Africa, Asia and other world markets. The economic energy is active and offers immense opportunity for growth, revitalization, and investment - the 79th Street area is set to become a regional, national, and global player.

While the area faces many of the physical struggles common to urban communities—blight, dilapidated, and deteriorating properties and parcels, challenges with infrastructure development, and workforce support—the collaborative efforts of local stakeholders and organizations are fostering an environment conducive to innovation and sustained economic advancement, and there are clear signs of vitality with new commercial and residential investments aiming to improve the quality of life for residents and visitors alike.



For more detail, please refer to the Redevelopment Area Map above.

The NW 79th Street Corridor CRA is situated in a key location that supports the expansion, creation and diversification of the Miami-Dade County economy. The Redevelopment Plan for the NW 79th Street Corridor CRA proposes an outline of programs and strategies designed to address:

1) Infill and Replacement Housing	2) Grant and Financing Programs
3) Economic Development	4) Land Acquisition
5) Infrastructure and Neighborhood Improvements	6) Planning and Land Use Regulation

Because of the diversity of zoning and land uses throughout the corridor, the CRA must create and employ a variety of strategies to address the conditions of the residents and the needs of the property owners in the Redevelopment Area. Businesses in the CRA face a challenge in that public perception of the CRA is either limited, misunderstood, or uninformed. The many businesses and the level of business activity along the NW 79th Corridor Street Corridor isn't well known, and many incorrectly perceive the CRA as a high crime area.

In 2019, the CRA's Board of Commissioners developed an action plan in which actionable strategic goals were identified. They were:

- A. Support small business development and improve access to capital for local businesses;
- B. Support vacant lot development within the district;
- C. Support infrastructure development within the district; and
- D. Support mixed-use development throughout the district;
- E. Organize and activate major commercial corridors within the CRA district;
- F. Create a comprehensive marketing strategy for the CRA district;
- G. Support international trade and logistics initiatives that support business development and job creation;
- H. Increase the availability of quality, affordable housing in the district;
- I. Pursue the creation of a Business Improvement District (BID) for the Corridor;
- J. Commission a comprehensive re-development plan for the Poinciana Industrial Park

Additional information about the CRA, including the June 2019 Action Plan and 2010 Redevelopment Plan , can be obtained online: <https://www.miamidade.gov/redevelopment/nw-79th-street-corridor.asp>

## 2) **Objectives**

The CRA'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, grant opportunities and the removal of slum and blight. The efforts of the selected Proposer 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 NW 79th Street Corridor isn't 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 selected Proposer involves a combination of administrative, financial, and strategic responsibilities. As their initial tasks, the selected Proposer shall:

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

In addition, the selected Proposer 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 continuum (from potential applicants, applicants, 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 grant funds, ensuring timely and accurate disbursements, by acting as the CRA'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 of 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 CRA 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 CRA meetings, community workshops, and tasks.
  4. Provide ancillary support of efforts undertaken by the CRAs other consulting partners (i.e., economic development, business support, etc.).
  5. Collaborate as needed, with other CRAs (NW 7<sup>th</sup> Avenue /North Miami) and CRA consultants (Econ, Dev,) for execution of mutual goals.

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

#### **4) Grant Funds**

In January 2020, immediately prior to COVID-19, the CRA approved the framework for a grant program, the Area Improvement & Redevelopment Grant Program (AIRGP). However, in response to the pandemic, the program was never operationalized because the board pivoted and instead sought to support its business community during the declared emergency.

In June 2020, the CRA 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 CRA would go on to award 22 emergency grants for a total of \$77,000.

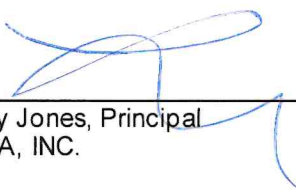
#### **5) Reporting**

Proposers are advised that when subcontractors or sub-consultants are utilized to fulfill the terms and conditions of the awarded contract, the selected Proposer shall be required to file quarterly reports as to the amount of contract monies received from the CRA 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 EVN 0002831 – NW 79<sup>th</sup> Street CRA – Grant Administrator Services  
DELIVERABLES – NEIGHBORS AND NEIGHBORS, INC.**

<b>TASK</b>	<b>TIMELINE</b>	<b>2024 Goals (Mar 2024 – Sept 2024)</b>	<b>2024 Outcome</b>	<b>2025 Goals (Oct 2024 – Mar 2025)</b>	<b>2025 Outcome</b>
A. Evaluate existing conditions	Apr – May 2024				
B. Review and update the existing grant program, develop a community benefits agreement and all collaterals	Apr – Jul 2024				
C. Develop a residential grant program	Apr – Jul 2024				
D. Develop a business relocation program	May – Jun 2024				
E. Research and provide feasibility report on possible (business/residential) loan programs	May – Jul 2024				
F. Develop a grants outreach plan and calendar	Aug – Sep 2024				
G. Research and develop a plan for transitioning to electronic based grant system	Sep – Nov 2024				
H. Attend annual Florida Redevelopment Association (FRA) conference, and any other conferences/workshops related to Chapter 163, as requested	Fall 2024				
I. Participate in the CRAs strategic planning/retreats	Summer 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 7 <sup>th</sup> Avenue/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.

March 21, 2024

Date

**NW 79 St CRA**

**Legend**

- Continues on Existing Boundary
- Continues on Proposed Boundary
- Street

**CIS** Minnesota State Capitol

Map of Minneapolis, MN, showing the NW 79 St CRA area. The map displays a grid of streets, including NW 1st St through NW 79th St, and various avenues like East Ave, Center Ave, and West Ave. A legend in the bottom right corner identifies symbols for existing boundaries, proposed boundaries, and street names. The map is labeled with '13', '2', '6', and '3' in the corners. The title 'NW 79 St CRA' is prominently displayed in the bottom right corner.

## APPENDIX B – PRICE SCHEDULE

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

### A. PRICING:

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

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 set when negotiating the subsequent years of the Contract.

Total Proposed Prices for Years 2 through Five (dependent upon OR subject to the renewal of the contract and funding)	
for Year 2	\$ 183,750.00
for Year 3	\$ 193,937.50
for Year 4	\$ 202,584.38
for Year 5	\$ 212,713.59

### 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 herein. The Contractor's hourly rates by job classifications shown below are for providing any additional services.

Classification	Not to Exceed Hourly Rate
<b>Executive Director</b>	<b>\$ 76.92</b>
<b>Program Manager</b>	<b>\$ 52.88</b>
<b>Program Developer</b>	<b>\$ 28.85</b>
<b>Incubator Manager</b>	<b>\$ 36.06</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 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.



## Appendix C

### 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.

#### Neighbors And Neighbors

\_\_\_\_\_ 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, F.S.](#)

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: Leroy Jones

Title of Bidder's/Proposer's Authorized Representative: Executive Director

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

Date: 1/11/24





**Exhibit A**  
**COMMON CARRIER OR CONTRACTED CARRIER**  
**ATTESTATION FORM**

The Common Carrier or Contracted Carrier Attestation Form (Form) is required by Section 908.111, Florida Statutes ("F.S."), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of a Common Carrier or Contracted Carrier (both referenced as "Carrier") and submitted to the Governmental Entity with which a Contract is being executed, amended, or renewed. Capitalized terms used herein have the definitions ascribed in Section 908.111, F.S. The associated Contract shall not become effective unless and until this completed and executed Form is submitted to the County.

Name of Common Carrier or contracted carrier is not willfully providing and will not willfully provide any service during the Contract term in furtherance of transporting a person into this state knowing that the person is an Unauthorized Alien, except to facilitate the detention, removal, or departure of the person from this state or the United States.

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 Contractor's Authorized Representative: **Leroy Jones**

Title of Contractor's Authorized Representative: **Executive Director**

Signature of Contractor's Authorized Representative:

A handwritten signature in blue ink, appearing to be "Leroy Jones", written over a horizontal line.

Date: **April 4, 2024**

MIAMI-DADE COUNTY

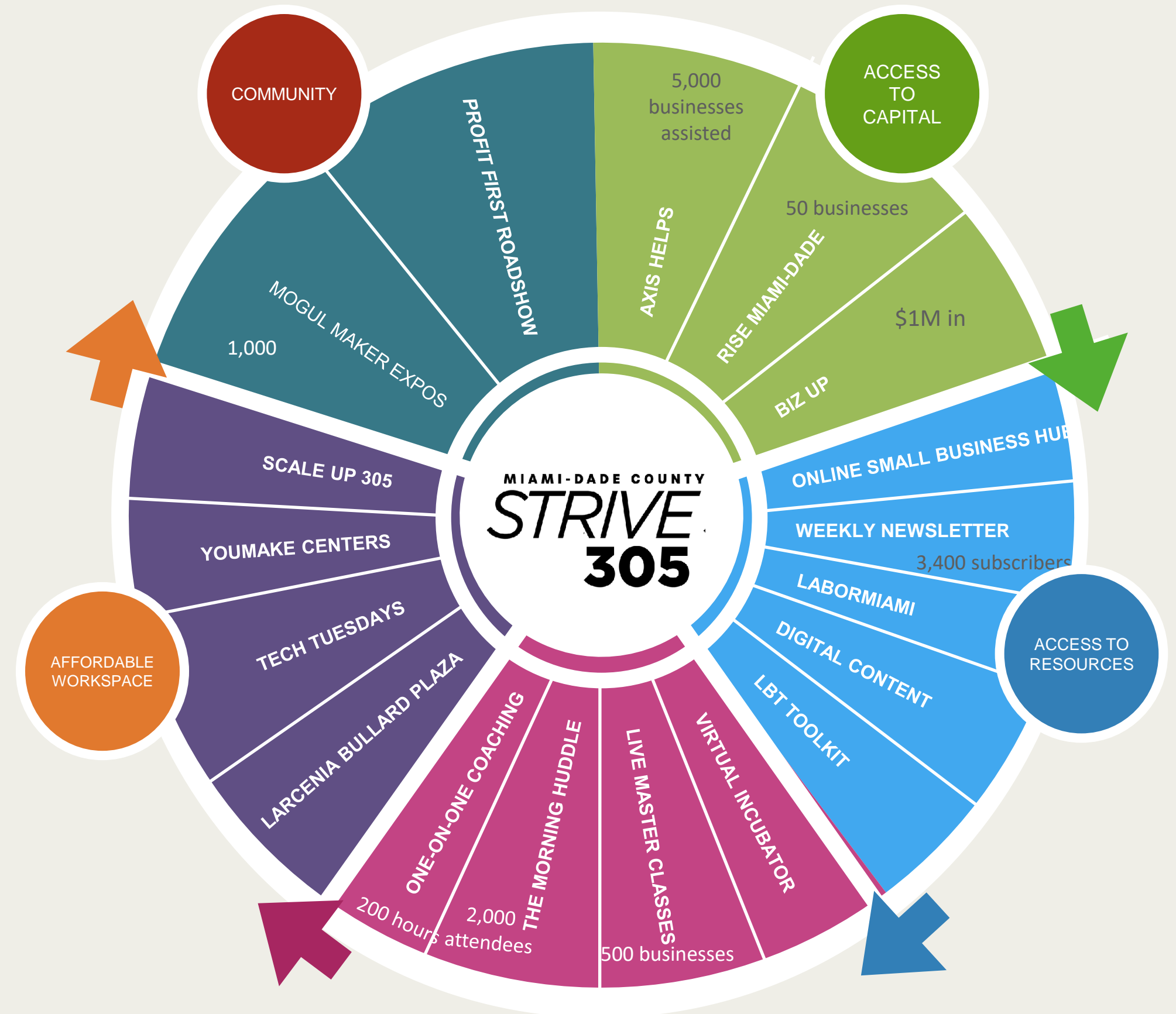
# *STRIVE* 305

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OFFICE OF INNOVATION AND ECONOMIC DEVELOPMENT

# STRIVE305 2021 –23

- From its inception, the Strive305 program has served as a framework for addressing **micro SBE** needs and investments made by the administration
- It was intentional to facilitate connection to “community, capital, resources, and training to accelerate the growth of small businesses countywide and support budding entrepreneurs as they launch and grow new businesses
- From inception to-date, the program has touched~10,000 small businesses



# STRIVE305 2021 –23 Programs

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## Resources (e.g. Training, Workspace)

Virtual *STRIVE*305

**BizHack Academy**

**Axis Helps**

Entrepreneurship Centers

Mogul Makers

## Community Engagement

*Strive*305 Newsletter

**The Morning Huddle**

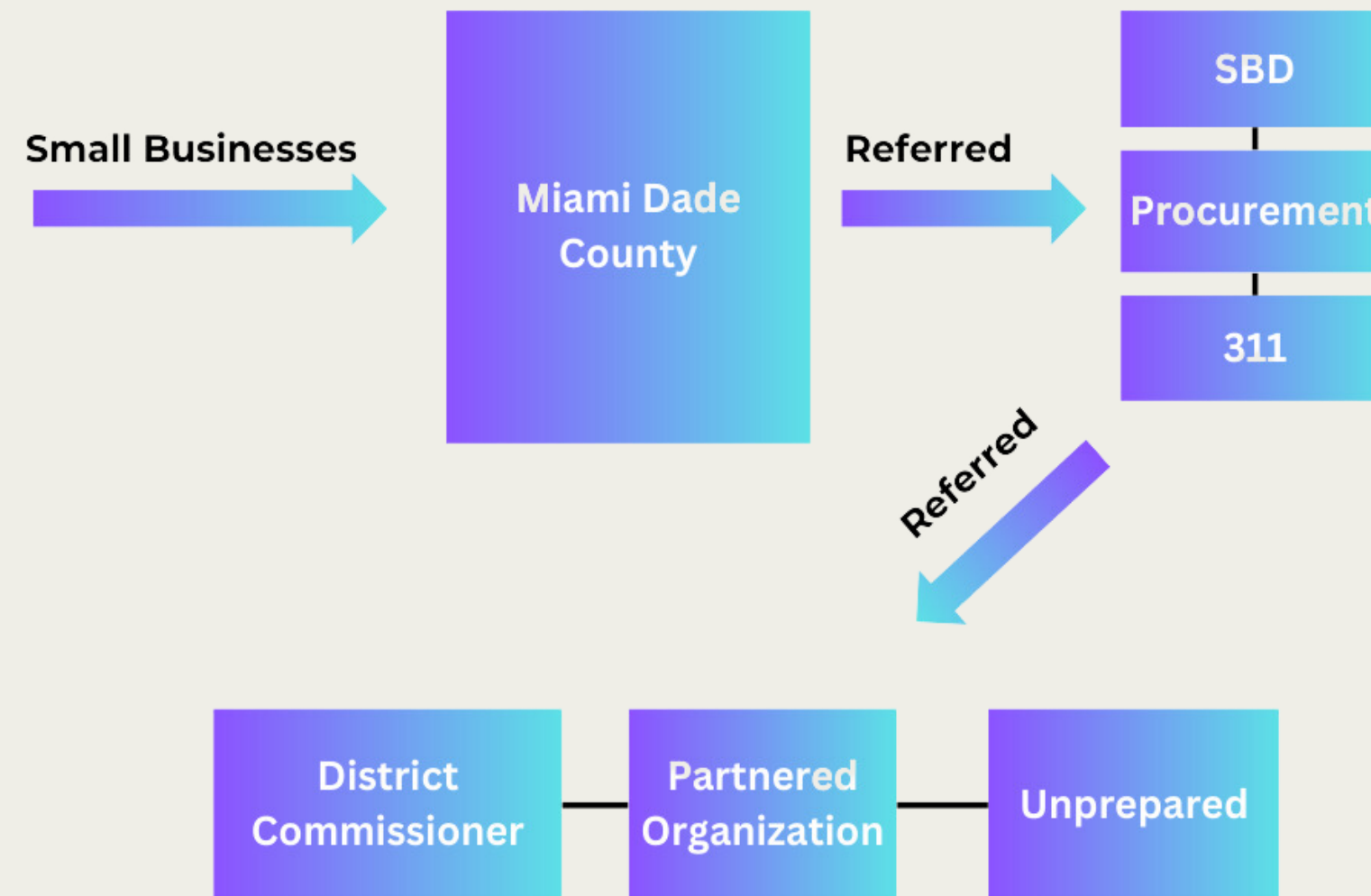
## Capital

**BizUP Grants**

Small Business Grant  
Program

# *STRIVE*305 2021-23 Small Business Landscape

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This map shows the current path of small businesses interacting with the County. Once a small business contacts the county requesting assistance or support, they are referred to SBD, Procurement, or 311. Once SBD, Procurement, or 311 identify the issue they refer the small business to a partner organization, District Commissioner, or deems the business unprepared to receive any support.



# *STRIVE*305 2024

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- **Vision:** To support and advocate for the growth and development of Miami-Dade County Small Businesses.
- **Mission:** Connect Miami Dade County small business community to resources and educational tools for growth and access to capital.

# Defining Small Businesses

## Sec. 2-8.1.1.1.1. - Small Business Enterprise Services Program.

"21.

*Small Business Enterprise ("SBE" or "SBE-Services")* means a business entity certified by SBD, providing services, which has a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three-year average gross revenues does not exceed the following contracting participation levels:

- (i) Tier 1 — \$0 to \$750,000;
- (ii) Tier 2 — \$750,000.01 to \$2,000,000;
- (iii) Tier 3 — \$2,000,000.01 to \$5,000,000; or
- (iv) Tier 4 — \$5,000,000.01 to \$8,000,000.

No firm shall be certified as a SBE where the personal net worth of any of its owners is more than one million five hundred thousand dollars (\$1,500,000), exclusive of: (a) the value of the primary residence for which there is a homestead exemption; (b) the value of the business; and (c) funds invested in an individual retirement account ("IRA"), 401k, pension, or other official retirement account. The owner MUST provide information about the terms and restrictions of the account(s) to SBD and certify that the retirement account(s) is legitimate. Representations as to a business entity's average gross revenues, personal net worth of owners and payroll shall be subject to audit."

## Sec. 2-8.1.1.1.2. - Small Business Enterprise Goods Program.

"22.

*Small Business Enterprise ("SBE" or "SBE-Goods")* means a business entity certified by SBD, providing services, which has a valid business tax receipt issued by Miami-Dade County at least one (1) year prior to certification, an actual place of business in Miami-Dade County, not a Virtual Office, and whose three-year average gross revenues does not exceed the following contracting participation levels:

- (i) Tier 1 — \$0 to \$750,000;
- (ii) Tier 2 — \$750,000.01 to \$2,000,000;
- (iii) Tier 3 — \$2,000,000.01 to \$5,000,000; or
- (iv) Tier 4 — \$5,000,000.01 to \$8,000,000.

The term Small Business Enterprise shall also include a (x) manufacturer with one hundred (100) employees or less, or (y) wholesaler with fifty (50) employees or less, without regard to gross revenues. A wholesaler or manufacturer must comply with all other requirements of this section to be a certified SBE.

- To accomplish the Vision and the Mission of *STRIVE*305, the goal is to support firms or vendors within TIER 1 & 2 of the SBE Goods and Services Program. These small businesses would be defined as any small business below \$2 million of gross receipts with ten or fewer employees.
- Small Business Data provided by Miami Foundation as of March 31, 2022, out of the 61,272 businesses registered approximately 52,079 or 85% fits the Tier 1 & 2 SBE category.

# Goals for Small Business Section

---

- **Reach 75% of Small businesses within Miami-Dade County**
- **Create a One Stop Shop Resource Website and Small Business Resource Navigator**
- **Create a Network of Physical Incubators**
- **Advocate for Small Business Policy**
- **Create Pathway to become a Small Business Division (SBD) Customer or County Vendor**

# Strategy to reach Objectives

---

## **Reach 75% of small businesses within Miami-Dade County:**

- Identify partners who can amplify *STRIVE*305's reach.
- Create a dashboard with up-to-date information about Miami-Dade County Small Businesses
- Automate. Ensure every newly registered small business receive *STRIVE*305 material, email, or notice.
- Host events with partnered organizations.
- Grow teachable platform and provide more variety in virtual trainings and educational materials

## **Create a One Stop Shop Website and Small Business Resource Navigator:**

- Create an interactive website that centralizes all of Miami-Dade County Small Business resources.
- Create Resource Navigator within website to ensure Small Businesses can go to a centralized location to receive small business resources.
- Integrate Artificial Intelligence into website.

# Strategy to Reach Goals Continued

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## **Create a Network of Physical Incubators:**

- Work with PHCD to include STRIVE305 recommended guidelines for Incubators and Co-Working Spaces funded by Community Development Block Grants (CDBG).
- Partner with small Business coaches, trainers, and to host free events PHCD funded Incubators.
- Connect CDFI, Venture Capitalist, and other lending intuitions with Small Businesses within incubators and co-working spaces.

## **Advocate for Small Business Policy:**

- Provide recommendations for proposed policies impacting small businesses.
- Provide feedback from small business community on challenges and resources needed.

## **Create Pathway to become a Small Business Division (SBD) Customer or County Vendor:**

- Collaborate with SBD to identify businesses that are not prepared to become SBE certified and provide wrap around services.
- Collaborate with Procurement to identify small businesses that need additional support with backoffice, how to prepare a bid, how to create partnerships to bid, etc.



# STRIVE305 2024 Programs

*STRIVE*305 2024 Programs will facilitate Access to Benefits, Access to Capital, Accumulating Wealth & Assets, and Financial Education & Community



# Proposed Small Business Landscape

- This funnels shows the proposed process for new small businesses.
- Small businesses who fit within tier 1 & 2 SBE category and receive their Local Business Tax will be provided information about *STRIVE*305 resources.
- *STRIVE*305 will facilitate their access to capital and financial Education, networking opportunities, and strategies to accumulate wealth and assets.
- Businesses that are prepared will be referred to SBD and procurement.



# Current Projects

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- Create Small Business Month Calendar for May 2024 to build brand awareness of STRIVE305 and services provided.
- Host & partner on events during small business week and month.
- Host Community Redevelopment Agency (CRA) Roundtable to gather information and create partnership opportunities.
- Host CDFI's and explore new strategies to lend to small businesses within Miami Dade County.
- Create relationship with Trade Associations and Chamber of Commerce's such as restaurant associations, builders' association, Greater Miami Chamber of Commerce, etc. for discounts for members referred by *STRIVE*305.
- Identify Market Gaps and propose business ideas to entrepreneurs.
- Work with all Miami-Dade County municipalities economic development department or small business staff to develop small business strategies that creates a referral program and resource sharing.

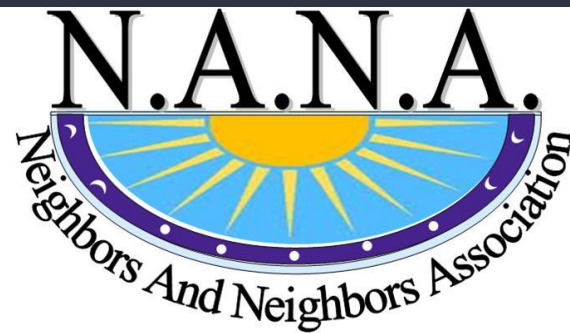
# Open Discussion

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In Partnership with





# ABOUT US



Neighbors And Neighbors Association, Inc. was established in 1996 to bridge the gap between local government and small business owners. Throughout our 25 years of operation, we have achieved remarkable milestones through the diverse projects/programs we've managed.

Having been the administrator of the NW 7<sup>th</sup> Ave Business Innovation & Investment Grant (BIIG) and Commercial Improvement Program (CIP). NANA has processed nearly 80 grants for approximately \$2.2 million since 2013. NANA also administered the NW 79<sup>th</sup> Street CRA Emergency Small Business Grant Program in 2020.

Our experience ensures effective oversight for program success and we are delighted to continue this partnership and look forward to future collaborations.

# NANA NW 79<sup>TH</sup> STREET CRA TEAM

**Leroy Jones**  
Executive Director

**Alice Townsend-Owens**  
Program Manager

**Leticia Bolden**  
Incubator Manager

**Victoria Goss**  
Program Developer

**Kildare Berry**  
Outreach Specialist

# PROPOSED GOALS

## Phase 1

- Evaluate existing conditions
- Develop a program outreach plan
- Create a commercial and residential grant program

## Phase 3

- Participate in CRA strategic planning
- Attend the annual Florida Redevelopment Association (FRA) conference

## Phase 2

- Construct a plan for a commercial and residential loan program
- Develop a business relocation plan
- Establish a plan for an electronic grant system

## Ongoing

- Maintain active communication with businesses along the corridor
- Build and preserve community partnerships
- Attend CRA Board meetings
- Provide monthly status reports

## FUTURE COLLABORATIONS & PARTNERSHIPS



Uptown 7<sup>th</sup> Ave CRA



North Miami CRA



MHCP COLAB LLC  
(CRA Economic Development Coordinator)

## PAST RENOVATIONS

**Mother's Care Learning Center**



**Shrimp Wings and Things**



**Shantel's Lounge Restaurant**



## PAST RENOVATIONS

**Café Nanking Chinese Food**



**Duhart Daycare**



**Mel's Beauty Salon**





## MOST RECENT RENOVATIONS

**Aqua Beach Holdings**



**14600 Inc.**



**Ponderosa Woodslabs LLC**





# **THANK YOU**

**Neighbors And Neighbors Association, Inc.  
5120 NW 24<sup>th</sup> Ave  
Miami, FL 33142**