

**NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY**  
**REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

**LOCATION: NARANJA COMMUNITY CENTER**  
**2755 SW 140<sup>th</sup> Avenue Naranja, FL**

Saturday, September 28, 2024 - SPECIAL MEETING AGENDA  
8:30 AM – 9:30 AM

---

- I.** Meeting Call to Order, Roll Call, Chairman Remarks Chairman Forbes
- II.** Reasonable Opportunity for the Public to be Heard Chairman Forbes
- III.** Approval of Agenda
- IV.** Approval of Minutes
- August 29, 2024, Meeting
- V. Discussion Items**
- 2024 CRA Workshop immediately following the Special Meeting.
- VI. Action Items**
- Resolution to approve contract with H.E.R.S. Consulting, LLC for Executive Director and additional services.
  - Resolution to approve amended FY23/24 Naranja Lakes CRA budget.
- VII.** Proposed Next Meeting Dates & Adjournment
- TBD

# NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY

**LOCATION: NARANJA COMMUNITY CENTER  
27555 SW 140<sup>th</sup> Avenue Naranja, FL**

Saturday, September 28, 2024 – WORKSHOP AGENDA  
9:30 AM – 1:00 PM

---

## **COMMUNITY REDEVELOPMENT AGENCY WORKSHOP AGENDA**

### 1. Introductions

Welcome and Opening Remarks  
Introduction of Facilitators and Participants

### 2. CRA General Overview – Purpose and Intent

Objectives of Community Redevelopment Agencies (CRA)  
Importance of CRAs in Local Development

### 3. Summary of Statutory Authority, Powers, Obligations, and Reporting

Legislative Framework and Legal Authority  
Key Responsibilities and Reporting Requirements

### 4. Unique Miami-Dade County CRA Issues

Specific Challenges and Opportunities in Miami-Dade County  
Regional Considerations and Impacts

## **BREAK**

### 5. The CRA Plan – What is it and How Does it Realize the Naranja Lakes CRA Potential

Overview of the CRA Plan  
Strategies for Maximizing the Potential of Naranja Lakes

### 6. Key Success Factors – How is Redevelopment Implemented

Essential Elements for Successful Redevelopment  
Implementation Strategies and Tools

### 7. Case Studies and Best Practices

Review of Successful CRA Projects  
Lessons Learned and Best Practices for Effective Redevelopment

## **BREAK**

### 8. Financing Redevelopment

Overview of Financing Options and Mechanisms  
Strategies for Securing and Managing Funds

### 9. Open Discussion

Q&A Session

<http://www.NaranjaLakesCRA.com>  
<http://www.miamidade.gov/global/government/boards/naranja-lakes-cra.page>



**Regular Board Meeting Minutes – August 29<sup>th</sup> , 2024 – 6:00 P.M.**  
Naranja Lakes CRA Community Center  
27555 SW 140<sup>th</sup> Ave., Naranja, FL

---

**Meeting Call to Order, Roll Call, Chairman Remarks**

Vice-Chairman Archer called the meeting to order at 6:05 P.M. Roll Call was as follows:

- Present: Vice-Chairman Stuart Archer, Derek Sippio, Cornelius Shiver, and Danny Olgetree
- Absent: Chairman Ken Forbes, Derrick Lordeus, and Erick Caceres
- Miami-Dade County Staff Present: Vivian Cao, Assistant Director, and Nicole Jordan, Business Analyst, Office of Management and Budget (OMB)
- CRA Staff Present: Steve Zelkowitz - CRA Attorney, Taylor English Duma LLP

**Open Forum for Public Comments**

Vice-Chairman Archer opened the forum for the public to have a reasonable opportunity to be heard. There were no participants.

**Approval of Agenda**

Mr. Shiver added the following discussion items to the agenda; extension of the CRA, Youth Initiative - Crime Prevention, Poverty, and Juvenile Delinquency, Economic Development Coordinator position, and Parking. Mr. Shiver moved to approve the amended meeting agenda. The motion was seconded by Mr. Olgetree. Motion passed unanimously.

**Approval of Minutes**

Mr. Shiver moved to approve the meeting minutes from the July 31<sup>st</sup>, 2024, Regular Board meeting. The motion was seconded by Mr. Olgetree. Motion passed unanimously.

**Discussion Items**

**Extension of the CRA**

Mr. Steve Zelkowitz referenced Florida Statute 163.3755, stating the CRA is set to sunset in 2033, and the Board of County Commissioners can extend the life of the CRA until 2039. Mr. Zelkowitz stated that if the CRA had outstanding bonds that the life of the Agency could go longer and if the CRA chooses to expand the boundaries. Mr. Zelkowitz added that an assessment of needs will be sufficient for the County.

**Youth Initiative- Crime Prevention, Poverty, and Juvenile Delinquency**

Mr. Shiver stated that at the January 2023 CRA meeting, he had made a motion to add to the FY 22-23 Budget, \$1 million for a youth crime initiative, stating the board passed it and nothing happened with it. Mr. Shiver stated that there was no communication from staff regarding the inaction of the item. Mr. Shiver would like to add the same line item to the current budget (FY23-24) stating the item would be for programs addressing crime prevention, poverty, and juvenile delinquency. Mr. Shiver explained that there are organizations in place to address these items and they can do so with the proper resources. Mr. Shiver made a motion to edit the budget to reflect the \$1 million for the youth initiative, with a second from Mr. Sippio. Mr. Zelkowitz called for discussion and Ms. Cao stated the budget, Mr. Shiver is referring to is for FY 22-23 and that the FY 23-24 will be going to the Board of County Commissioners meeting, which was approved in February 2024 by the CRA Board.

Ms. Cao asked the Board if the budget can be amended for FY 23-24 and then resubmit to have it approved; she suggested the \$1 million be added to the FY 24-25 budget and the FY 23-24 budget be untouched. After a comment from Mr. Zelkowitz regarding the budget, Mr. Shiver clarified that the Community Policing item and the Youth Initiative are two separate items. Mr. Zelkowitz stated that there needs to be further discussion on what the programs entail and asked Ms. Cao if the budget is changing, then would the item need to go back to a BCC Committee Meeting. Mr. Shiver suggested that the item be put in both the FY 23-24 and FY 24-25 budget. After some further discussion regarding the budget, slum and blight, and the component of the youth initiative, it was decided that the item would be added to both the FY 23-24 and FY 24-25 budgets. Mr. Shiver made a motion to add a line item for \$1 million to the FY 23-24 budget for “Youth Initiative for Programs to Address Crime Prevention, Poverty, and Juvenile Delinquency”. The motion was seconded by Mr. Sippio. Motion passed unanimously.

### **Economic Development Coordinator Position**

Mr. Shiver inquired about the economic development coordinator position and wants to amend it to an executive director position for \$120,000 and keep the economic development coordinator position at \$80,000. Mr. Shiver explained an executive director would work closer with the Board and did not want to “rubber stamp” on items that come before the Board without there being previous discussion with the individual board members. Vice-Chairman Archer stated the Board used to have sub-committees to decide on several items and agreed with Mr. Shiver. Mr. Shiver also brought up the low meeting attendance and stated the responsibility should be on the new executive director. Mr. Shiver inquired if the same individual from a sister CRA can be appointed to the Naranja Lakes CRA. Mr. Zelkowitz clarified that the CRA needs to follow the County’s process for procurement and hiring. Mr. Shiver directed Ms. Krystal Patterson, executive director of the West Perrine CRA to address the Board.

Ms. Patterson stated her and the County work together and Ms. Cao added that Ms. Patterson performs the administrative duties for the West Perrine CRA and County staff does the financial component, communication with Board for quorum, and payments of invoices. Ms. Cao stated there was a process to hire Ms. Patterson. Ms. Patterson added that the agreement she has with the West Perrine CRA is with her company HERS Consulting, and the same should apply to the agreement with Naranja Lakes CRA.

Mr. Shiver made a motion to appoint Krystal Patterson as the executive director of the Naranja Lakes CRA with the same duties and responsibilities as she holds in the West Perrine CRA and to waive the hiring process. After a question from the Vice-Chairman Archer regarding Ms. Patterson, Ms. Cao stated she is not a county employee, but a contractor with Miami-Dade County. Mr. Zelkowitz stated to the Board that they should also make a motion to negotiate and finalize an agreement with Ms. Patterson. Mr. Shiver made the motion. The motion was seconded by Mr. Sippio. Motion passed unanimously.

### **Parking**

Mr. Shiver asked Vice-Chairman Archer to elaborate on the parking issue with the Naranja Lakes CRA Community Center. Vice-Chairman Archer stated there was a plan to add additional parking however nothing concrete was passed. Vice-Chairman Archer stated that the plans are to convert some of the grass area into parking and that the Community Center was intended to be a swimming pool, however it was changed to having a facility to benefit the community. Mr. Shiver inquired with staff to see if they had the plans for the parking so that it may be discussed at the upcoming workshop. Mr. Zelkowitz suggested that the Board should plan on better ways use the facility for economic development such as business incubators, to justify the funds for extra parking. Mr. Zelkowitz also added that the CRA owns two parcels of land in Mandarin Lakes that have been designated as parks, and they are also not being used. Mr. Shiver requested that the information come before the board.

Vice-Chairman Archer asked the Miami-Dade County Police Department for an update on the crime report; however, they were not able to retrieve the report in their system due to a power outage.

Ms. Cao asked the Board if they were available to attend the Board Workshop on September 11<sup>th</sup> and stated that she will be engaging the services of a consultant to host the workshop. Mr. Shiver said he is willing to work with staff to come up with an agenda for the workshop and suggested Mr. Zelkowitz could put together the workshop. Ms. Cao stated the Board did not want staff to conduct the workshop. Ms. Cao stated that the workshop would greatly benefit the new board members to get the dos and don'ts of CRA's. Several board members brought up doing the workshop on a Saturday where more Board members are available. Mr. Shiver expressed the need for public input at the workshop. After some discussion with the board members regarding the workshop date, it was decided that there would not be a workshop on September 11<sup>th</sup> and Mr. Zelkowitz suggested that the workshop be held when the new executive director is hired.

### **Proposed Next Meeting Date & Adjournment**

The next meeting is to be determined. The meeting was adjourned at 7:06 P.M.

## **AGREEMENT**

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

## **RECITALS**

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

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

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

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

2. **Appointment of Executive Director; General Intent.**

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

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

2. **Services and Responsibilities**

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

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

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

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

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

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

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

#### **4. Compensation and Method of Payment**

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

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

4.1.2 Additional Services. The Consultant will also provide expanded day-to-day operational support to the NLCRA, including the provision of additional staff to manage the routine business operations of the NLCRA. These Additional Services will encompass, but are not limited to, administrative support, business operations management, and other functions necessary to ensure the smooth operation of the NLCRA. For the Additional Services, the NLCRA shall pay the Consultant an annual fee of Eighty Thousand and 00/100 Dollars (\$80,000.00) to be

paid based on invoices submitted by the consultant to the NLCRA on no more than a monthly basis. The annual fee for Additional Services will cover all costs associated with the expansion, including salaries, benefits, and any administrative fees. Any costs exceeding this budget will require prior NLCRA Board approval.

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

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

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

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

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

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

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

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

4.4 NLCRA Employees and Consultants. Notwithstanding anything herein to the contrary, the Fee and any other amounts payable to the Consultant pursuant to this Agreement expressly excludes any amounts payable to persons employed directly by the NLCRA



as well as any other consultants and attorneys engaged by the NLCRA, all of whom shall be compensated as set forth in their applicable agreements and in the approved annual NLCRA budget.

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

**6. Termination.**

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

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

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

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

6.2.3 Otherwise materially breaches any provision of this Agreement.

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

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

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

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

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

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

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

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

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications: The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, subject to the approval of the County Risk Management Division or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services. All insurance policies shall contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the NLCRA. Failure of the Consultant to obtain and maintain required insurance shall be grounds for termination of the Agreement by the NLCRA.

8. Indemnification. For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, Consultant agrees to indemnify, defend and hold harmless, the NLCRA, its Commissioners, employees, consultants, attorneys and agents from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the acts, errors, omissions or other wrongful conduct of Consultant, agents or other personnel entity acting under Consultant's

control in connection with Consultant's performance of services under this Agreement and to that extent Consultant shall pay such claims and losses and shall pay all such costs and judgments which may issue from any lawsuit arising from such claims and losses including wrongful termination or allegations of discrimination or harassment, and shall pay all costs and attorneys' fees expended by the NLCRA in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by Consultant shall apply to all damages and claims for damages of every kind suffered, or alleged to have been suffered, by reason of any of the aforesaid operations of Consultant or any agent or employee of Consultant regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

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

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

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

- 11.1 Register with and use the E-Verify system to verify the work authorization status of all newly hired employees and require all subcontractors (providing services or receiving funding under this Agreement) to register with and use the E-Verify system to verify the work authorization status of all the subcontractors' newly hired employees;
- 11.2 Secure an affidavit from all subcontractors (providing services or receiving funding under this Agreement) stating that the subcontractor does not employ, contract with, or subcontract with an "unauthorized alien" as defined in Section 448.095(1)(k), Florida Statutes
- 11.3 Maintain copies of all subcontractor affidavits for the duration of this Agreement and provide the same to the NLCRA upon request;
- 11.4 Comply fully, and ensure all of its subcontractors comply fully, with Section 448.095, Florida Statutes;
- 11.5 Be aware that a violation of Section 448.09, Florida Statutes (Unauthorized aliens; employment prohibited) shall be grounds for termination of this Agreement; and
- 11.6 Be aware that if the NLCRA terminates this Agreement under Section 448.095(2)(c), Florida Statutes, Consultant may not be awarded a contract for at least one (1) year after the date on which the Agreement is terminated and will be liable for any additional costs incurred by the NLCRA as a result of the termination of the Agreement.

**12. Miscellaneous**

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

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

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

12.4 Assignments; Amendments.

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

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

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

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

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

With a copy to:

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

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

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

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

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

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

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

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

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

12.13 Ethics Requirements.

12.13.1 Consultant is responsible for educating itself on the various ethics and conflict of interest provisions of the applicable laws of the State of Florida and the County. Consultant shall not employ, directly or indirectly, any member of the Board. The County Code prohibits any employee, or member or their immediate family or close personal relation from receipt of a benefit or to profit from any contract entered into with the County, either directly or through any firm of which they are a member, or any corporation of which they are a stockholder, or any business

entity in which they have a controlling financial interest. Any affected party may seek a conflict of interest opinion from the State of Florida Ethics Commission and/or Miami-Dade County Ethics Commission regarding conflict of interest provisions.

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

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

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

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

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

**13. Public Records.** To the extent required by law, the Consultant shall comply with all public records requests, whether made to the NLCRA or to the Consultant, for the Consultant's books and records which relate to this Agreement and which books and records are not exempted under Chapter 119, Florida Statutes. In the event the Consultant is required by law to comply with a public records request and fails to do so, the Consultant shall indemnify the NLCRA in

accordance with Section 8 above. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

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

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

[REST OF PAGE LEFT INTENTIONALLY BLANK]



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

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

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

By: \_\_\_\_\_  
Kenneth Forbes  
Chairman

By: \_\_\_\_\_  
Krystal Patterson  
Manager

Attest:

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Taylor English Duma LLP  
NLCRA Attorney

## **EXHIBIT "A"**

### **SCOPE OF SERVICES**

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

**RESOLUTION NO. CRA-\_\_\_\_\_ - 2024**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY, RATIFYING THE APPOINTMENT OF H.E.R.S. CONSULTING, LLC AS THE EXECUTIVE DIRECTOR; APPROVING THE AGREEMENT WITH H.E.R.S. CONSULTING, LLC TO PROVIDE EXECUTIVE DIRECTOR SERVICES FOR A NOT TO EXCEED AMOUNT OF \$120,000 PER FISCAL YEAR FOR BASIC SERVICES PLUS ADDITIONAL AMOUNTS FOR ADDITIONAL SERVICES; AUTHORIZING THE CHAIR TO EXECUTE THE AGREEMENT WITH FLORIDA H.E.R.S. CONSULTING, LLC; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, at a duly noticed public meeting held on August 29, 2024, the Board of Commissioners of the Naranja Lakes Community Redevelopment Agency (“NLCRA”) appointed H.E.R.S. Consulting, LLC as the Executive Director pursuant to Section 163.356(3)(c), Florida Statutes; and

**WHEREAS**, the Commissioners of the NLCRA desire to (a) ratify the appointment of H.E.R.S. Consulting, LLC as the Executive Director and (b) approve the Agreement with H.E.R.S. Consulting, LLC, such Agreement in the form attached hereto as Exhibit “A” with any changes as negotiated and approved by the NLCRA Attorney.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Ratification of Appointment of Executive Director.** The appointment of H.E.R.S. Consulting, LLC as the Executive Director pursuant to Section 163.356(3)(c), Florida Statutes by the Board at the meeting held on August 29, 2024 is hereby ratified.

**Section 3. Approval of Agreement for Executive Director Services.** The Agreement with H.E.R.S. Consulting, LLC to provide Executive Director services in a not to exceed amount of \$120,000 per fiscal year for basic services plus additional amounts for additional services, in the form attached hereto as Exhibit “A” is hereby approved with any changes as negotiated and approved by the NLCRA Attorney.

**Section 4. Execution of the Agreement for Executive Director Services.** The Chair is hereby authorized to execute the Agreement with H.E.R.S. Consulting, LLC to provide Executive Director services.

**Section 5. Effective Date.** This Resolution shall take effect immediately upon approval.

**Section 4. Effective Date.** This Resolution shall take effect immediately upon approval.

**Section 5. Conflicts.** This Resolution supersedes any prior resolutions in conflict herewith.

PASSED and ADOPTED this \_\_\_\_\_ day of September 2024.

\_\_\_\_\_  
Kenneth Forbes  
Chair

ATTEST:

\_\_\_\_\_  
Board Member

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Taylor English Duma LLP  
NLCRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote:

Chair Kenneth Forbes	_____ (Yes)	_____ (No)
Vice Chair Stuart Archer	_____ (Yes)	_____ (No)
Board Member Erick Caceres	_____ (Yes)	_____ (No)
Board Member Derrick Lordeus	_____ (Yes)	_____ (No)
Board Member Danny Olgetree	_____ (Yes)	_____ (No)
Board Member Cornelius "Neil" Shiver	_____ (Yes)	_____ (No)
Board Member Derek Sippio	_____ (Yes)	_____ (No)

## Naranja Lakes Community Redevelopment Agency

### FISCAL YEAR 2022-23 PROJECTED END OF YEAR EXPENDITURES FISCAL YEAR 2023-24 PROPOSED BUDGET

	FY 2022-23 ADOPTED BUDGET 518-23	R- FY 2022-23 ACTUAL BUDGET 09-30-23	FY 2023-24 PROPOSED BUDGET
<b>REVENUES</b>			
Carryover	11,902,545	11,062,629	17,821,067
<b>TIF Revenues - Original Area</b>			
UMSA Tax Increment Revenue	789,794	789,794	1,002,007
County Tax Increment Revenue	1,911,475	1,911,475	2,400,421
<b>TIF Revenues - Expanded Area</b>			
UMSA Tax Increment Revenue	1,235,988	1,235,988	1,586,597
County Tax Increment Revenue	2,991,363	2,991,363	3,801,082
Interest	30,000	506,540	300,000
<b>Revenue Total</b>	<b>18,861,165</b>	<b>18,497,789</b>	<b>26,911,174</b>
<b>EXPENDITURES</b>			
<b>Administrative Expenses</b>			
Audit	26,000	23,750	40,000
Advertising and Notices	5,000	-	5,000
Printing & Publishing	5,000	-	5,000
Travel	5,000	-	5,000
Other Administrative Expenses	5,000	-	5,000
Direct County Support	175,000	175,000	200,000
<b>Subtotal Administrative Expenses</b>	<b>221,000</b>	<b>198,750</b>	<b>260,000</b>
County Administrative Charge (1.5%)	103,929	103,929	131,852
<b>(A) Subtotal Admin and Admin Charge</b>	<b>324,929</b>	<b>302,679</b>	<b>391,852</b>
<b>Operating Expenses</b>			
F.R.A. Membership and State Fee	5,000	2,670	5,000
Executive Director			120,000
Contractual Services (Economic Dev. Coord.)	100,000	-	80,000
Contractual Services (Redevelopment Plan)			200,000
Contractual Services (Grant Coordinator)	100,000	-	200,000
Legal Services	50,000	29,193	50,000
Procurement Services			15,000
Community Policing and Security	400,000	62,282	1,600,000
Business Development/Job Creation	200,000	-	200,000
Outreach & Strategic Redevelopment Initiatives	150,000	79,800	90,000
Commercial Improvement Grants	1,000,000	-	3,000,000
Housing Projects	1,000,000	-	3,000,000
Grant Web-based Software	3,000	875	5,000
Major Development Project Planning	10,000,000	-	9,000,000
Committed Development Funding (Redland Market Village)			5,000,000
Community Center Building	50,000	52,998	60,000
Insurance	20,000	21,226	30,000
Debt Payments	379,000	125,000	379,000
Transportation / Infrastructure / Landscape Enhancement	150,000	-	150,000
Smart Plan Projects Reserve *	1,716,333	-	2,666,604
Reserves	3,212,903	-	668,718
<b>(B) Subtotal Operating Expenses &amp; Reserves</b>	<b>18,536,236</b>	<b>374,043</b>	<b>26,519,322</b>
<b>Expenditures Total (A+B)</b>	<b>18,861,165</b>	<b>676,722</b>	<b>26,911,174</b>
<b>Revenues Less Expenditures Total</b>	<b>0</b>	<b>17,821,067</b>	<b>0</b>

**RESOLUTION NO. CRA-\_\_\_\_\_ - 2024**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NARANJA LAKES REDEVELOPMENT AGENCY, APPROVING THE FISCAL YEAR 2023-2024 AMENDED BUDGET; AUTHORIZING THE EXECUTIVE DIRECTOR TO TRANSMIT THE FISCAL YEAR 2023-2024 AMENDED BUDGET TO MIAMI-DADE COUNTY; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Interlocal Cooperation Agreement between the Naranja Lakes Community Redevelopment Agency (the “NLCRA”) and Miami-Dade County (the “County”) requires, among other things, the NLCRA to annually adopt and transmit a budget and annual report to the County for review and approval by the Board of County Commissioners; and

**WHEREAS**, at a duly noticed meeting of the Board of Commissioners of the NLCRA held on February 27, 2024, the NLCRA Fiscal Year 2023-2024 Budget was approved; and

**WHEREAS**, the NLCRA desires to amend the NLCRA Fiscal Year 2023-2024 Budget in certain respects; and

**WHEREAS**, the NLCRA Fiscal Year 2023-2024 Amended Budget (or the amendments thereto as approved by the County) is attached hereto as Exhibit “A;” and

**WHEREAS**, all the expenses included in the NLCRA Fiscal Year 2023-2024 Amended Budget are in accordance with state law, interlocal agreements including the Agreement and the NLCRA Redevelopment Plan; and

**WHEREAS**, the Commissioners of the NLCRA desire to approve the NLCRA Fiscal Year 2023-2024 Amended Budget.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NARANJA LAKES COMMUNITY REDEVELOPMENT AGENCY:**

**Section 1. Recitals.** The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

**Section 2. Approval and Adoption of Amended Budget.** The NLCRA Fiscal Year 2023-2024 Amended Budget (or the amendments thereto as approved by the County) attached hereto as Exhibit “A” is hereby approved. All revenues and interest carried forward from the NLCRA Fiscal Year 2022-2023 Budget shall be appropriated as set forth in NLCRA Fiscal Year 2023-2024 Amended Budget and according to established guidelines and in accordance with applicable law.

**Section 3. Transmittal of Amended Budget.** The Executive Director is hereby authorized to transmit the Fiscal Year 2023-2024 Amended Budget to the County.

PASSED and ADOPTED this \_\_\_\_\_ day of September 2024.

\_\_\_\_\_  
Kenneth Forbes  
Chair

ATTEST:

\_\_\_\_\_  
Board Member

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Taylor English Duma LLP  
NLCRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: \_\_\_\_\_

Seconded by: \_\_\_\_\_

Vote:

Chair Kenneth Forbes	_____ (Yes)	_____ (No)
Vice Chair Stuart Archer	_____ (Yes)	_____ (No)
Board Member Erick Caceres	_____ (Yes)	_____ (No)
Board Member Derrick Lordeus	_____ (Yes)	_____ (No)
Board Member Danny Olgetree	_____ (Yes)	_____ (No)
Board Member Cornelius "Neil" Shiver	_____ (Yes)	_____ (No)
Board Member Derek Sippio	_____ (Yes)	_____ (No)