

# NW 79th Street Corridor 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)



**May 28, 2025**

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. Introduction of Executive Director Khas Oupelle
- V. Approval of Agenda
- VI. Approval of Minutes
  - A. April 16, 2025
- VII. Action Items:
  - A. Resolution 04-2025: Resolution of the NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency Approving Agreement with Vantage Solutions LLC for Executive Director Services in the Amount of \$450,000.00
- VIII. MHCP COLAB, Economic Development Coordinator
- IX. NANA, Grants Administrator
- X. New Business
  - A. Legislative Update – HB 991/SB 1242
  - B. Administrative Update
- XI. Adjournment

Terrence Smith, County Attorney

*“To protect and preserve the community for existing residents by enhancing their quality of life through parks, cultural initiatives, walkable neighborhoods, and housing affordability for all while driving business development and planning sustainable growth in our industrial hubs. By fostering community engagement, we aim to create a safe and thriving neighborhood that benefits current and future generations.”*

# NW 79th Street Community Redevelopment Agency

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## 2025 Meeting Dates\*

Arcola Lakes Library @ 6pm

~~·Wednesday, January 29th~~

~~·Wednesday, February 26th~~ Re-scheduled

~~·Wednesday, March 12th~~

~~·Wednesday, April 16th~~

~~·Wednesday, May 28th~~

·Wednesday, June 25th

·Wednesday, July 30th

**·August Board Recess**

·Tuesday, September 30th

**FRA Conference, October 14th-17th**

·Wednesday, October 29th

·Tuesday, November 25th

·Tuesday, December 23rd

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.*

*To protect and preserve the community for existing residents by enhancing their quality of life through parks, cultural initiatives, walkable neighborhoods, and housing affordability for all while driving business development and planning sustainable growth in our industrial hubs. By fostering community engagement, we aim to create a safe and thriving neighborhood that benefits current and future generations.*



**N.W. 79th Street Corridor**  
**Community Redevelopment Agency**  
FY 2024-2025  
*Beginning October 1, 2024*

	<b>FY 2023-24 Adopted Budget</b>	<b>FY 2023-24 Projected Budget</b>	<b>FY 2024-25 Proposed Budget</b>
<b>REVENUES</b>			
UMSA Tax Increment Revenue (TIR)	964,111	964,111	1,167,790
County-wide Tax Increment Revenue (TIR)	2,310,137	2,310,137	2,797,159
Carryover from Prior Year	6,543,765	6,561,931	9,661,726
Interest Earnings	169,088	315,174	315,174
<b>Revenue Total</b>	<b>9,987,101</b>	<b>10,151,353</b>	<b>13,941,849</b>
<b>EXPENDITURES</b>			
<b>Administrative Expenditures:</b>			
Contractual Services , Web-based Grants program	3,000	3,000	3,000
Contractual Services, Executive Director	-	-	150,000
Rent and Utilities	-	-	55,000
Procurement/Sourcing Support	50,000	-	30,000
Audits & Studies	30,000	16,500	25,000
CRA Support - Staff Office Supplies	4,000	-	4,000
Printing & Publishing	5,000	-	5,000
Clerk & Meeting Costs	3,000	-	3,000
Advertising, Mail Services & Notices	5,000	-	5,000
Travel (includes educational conferences & seminars)	15,000	15,000	10,000
Other Administrative Expenses (Direct County support)	160,000	160,000	212,549
<b>(A) Subtotal Administrative Expenses</b>	<b>275,000</b>	<b>194,500</b>	<b>502,549</b>
County Administrative Fee/Charge at 1.5%	49,114	49,114	59,474
<b>(B) Subtotal Administrative Expenses &amp; County Charge</b>	<b>324,114</b>	<b>243,614</b>	<b>562,023</b>
<b>Operating Expenditures:</b>			
Meeting Room Expenses	3,000	-	-
Professional Develop (Conferences/Trainings/Seminars)	20,000	-	15,000
Memberships & State Fees	4,000	4,000	4,000
Legal Services	40,000	40,000	50,000
Printing, Publishing & Social Media	20,000	-	25,000
Business Services & Outreach	175,000	-	50,000
Contractual Services, Grants Administrator	175,000	87,500	175,000
Contractual Services, Econ Dew/Market Analyst	200,000	114,513	190,000
Contractual Services, FON/Expansion Program Asst.	200,000	-	100,000
Job Training Partnerships	170,000	-	150,000
Community Policing/Solid Waste/Code Enforcement	100,000	-	100,000
Residential Rehabilitation Grant Program	600,000	-	500,000
Small Business Grant Program	600,000	-	-
Small Business Technology & Innovation Grant Program	-	-	250,000
Revitalization & Rehabilitation Grant Program	-	-	500,000
Business Attraction & Relocation Grant Program	1,000,000	-	1,000,000
Business Incubator Partnership	-	-	250,000
18th Avenue Improvements	-	-	1,000,000
Land Appr/Acquisitions/Streetsca/Housing	6,355,987	-	9,020,826
<b>(C) Subtotal Operating Expenses</b>	<b>9,662,987</b>	<b>246,013</b>	<b>13,379,826</b>
<b>(D) Reserve</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Expenditure Total (B+C+D)</b>	<b>9,987,101</b>	<b>489,627</b>	<b>13,941,849</b>
<b>Cash Position (Rev-Exp)</b>	<b>0</b>	<b>9,661,726</b>	<b>0</b>



## NW 79th STREET CORRIDOR REDEVELOPMENT AGENCY REGULAR MEETING

**OFFICIAL MINUTES – Wednesday, April 16, 2025**

I. Call to Order – CRA Board Chairman McKinney called the meeting to order at 6:18 p.m.

II. Roll Call and Introductions –

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

Others Present:

Vivian Cao, Chimene Graham, and Nicole Jordan, Miami-Dade County, Office of Management & Budget (OMB)  
Terrence A. Smith, Miami-Dade County, County Attorney's Office (CAO)  
Melissa Hege and Matthew Hege, MHCP COLAB  
Leroy Jones and Victoria Goss, Neighbors and Neighbors Association (NANA)

III. Public Comment/Reasonable Opportunity to be Heard – There were no participants.

IV. Approval of Agenda –Sandy Lila moved to revise the Agenda to table Agenda Items VII. A and VII. B due to the expected arrival of a new Executive Director. Chairman McKinney indicated that there was a concern about stopping the work and momentum which has been progressing for the last year and a half. After discussion, Nadege Vilsaint moved to approve the current agenda published, with a second from Tanisha Wakumi Douglas. Motion passed 3 -1.

V. New Board Member Sandy Lila introduced herself and was welcomed by the Board.

VI. Approval of January 29, 2025, Minutes – Nadege moved to approve the minutes with a second from Wakumi. Motion passed unanimously.

VII. Action Items –

A. Resolution 01-2025: Resolution of the NW 79th Street Community Redevelopment Agency Exercising Option #1 of RFP No. EVN00002830 (Economic Development Coordinator Services, NW 79th Street Corridor Community) to MHCP COLAB LLC –

MHCP Colab thanked the Board for the opportunity to serve as their economic development team and re-capped some the projects accomplished year-to-date (e.g., coordination of strategic planning retreat; Board Member Tour; delivery of the Action Plan; and three community charettes). The Board expressed a desire to commence engagement with the local Chambers in order to spur possible business relocations into the District or a potential medical component. Wakumi moved approval of Resolution No. 01, with a second from Nadege. Motion passed.

B. Resolution 02-2025: Resolution of the NW 79th Street Community Redevelopment Agency Exercising option #1 of RFP No. EVN00002831 (Grant Administrator Services, NW 79th Street Corridor Community) to Neighbors and Neighbors , Inc. (NANA) –

NANA thanked the Board for the opportunity to serve as their grants administrative team and re-capped some of the contractual accomplishments realized this past year (e.g., re-vamping of the grants program; collaboration with NMCRA; extensive business community outreach/development of a grants app for real-time feedback; opening of grants program and pro bono radio grants program

promotional ads). Wakumi moved with approval of Resolution No. 02, with a second from Nadege. Motion passed.

- C. Resolution of the NW 79th Street Corridor Community Redevelopment Agency Approving Package #1 for Fiscal Year 2024-2025 Area Improvement & Redevelopment Grant Program Funding – Wakumi moved approval of Resolution No. 03, with a second from Nadege. Motion passed.

VIII. COLAB, Economic Development Team– Melissa Hege provided an update on the CRA Focus Group findings and observations and provided an overview of the Action plan.

IX. New Business

- A. Legislative Update (HB 991/SB 1242) – Terrence provided an update of current legislation which proposes the following:

- HB 991 mandates termination of all existing CRAs by the earlier of their charter expiration or September 30, 2045; prohibits creation of new CRAs after July 1, 2025; and places restrictions on CRAs starting new projects or issuing new debt after October 1, 2025
- SB 1242 takes a much less hard-line approach and is not calling for the termination of CRAs.

Terrence indicated that the County Attorney's Office will continue to track both Bills and will report back once the legislative session ends on May 2nd.

- B. Administrative Update

x. Adjournment – There being no additional business, the meeting adjourned at 7:48 p.m.

RESOLUTION NO. CRA-04-2025

RESOLUTION BY THE BOARD OF COMMISSIONERS OF  
THE N.W. 79TH STREET CORRIDOR COMMUNITY  
REDEVELOPMENT AGENCY APPROVING AND  
AUTHORIZING THE CHAIRPERSON OF THE BOARD TO  
EXECUTE A CONTRACT WITH VANTAGE SOLUTIONS,  
LLC, A FLORIDA LIMITED LIABILITY COMPANY, FOR  
EXECUTIVE DIRECTOR SERVICES WITH A THREE-YEAR  
TERM WITH TWO ONE-YEAR OPTIONS TO RENEW,  
SUBJECT TO THE BOARD'S APPROVAL, AND IN THE  
TOTAL AMOUNT OF \$450,000.00, AND TO EXERCISE ALL  
PROVISIONS CONTAINED THEREIN, INCLUDING  
CANCELLATION, TERMINATION, AND AMENDMENT  
PROVISIONS

**WHEREAS**, on March 21, 2025, this Board adopted by motion to award executive director services to Casneve Oupelle, subject to further negotiations by the Miami-Dade County staff and the County Attorney's Office; and

**WHEREAS**, Mr. Oupelle is the sole owner of the company Vantage Solutions, LLC, a Florida limited liability company ("Vantage"); and

**WHEREAS**, Mr. Oupelle will provide executive director services through Vantage; and

**WHEREAS**, pursuant to this Board's directive, County staff and the County Attorney's Office has negotiated a three-year contract with Vantage in an amount not to exceed \$450,000.00; and

**WHEREAS**, the contract further includes two one-year options to renew, which are subject to this Board's approval,

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

**Section 1.** The matter contained in the foregoing recitals are incorporated in this resolution by reference.

**Section 2.** This Board approves and authorizes the Chairperson of the Board to execute the contract with Vantage Solutions, LLC, a Florida limited liability company ("Vantage"), in an

amount not to exceed \$450,000.00, and with a term of three years and two one year options to renew that are subject to the approval of this Board, in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference, subject to the following conditions: (a) Vantage shall only invoice the Agency for its proportionate cost for expenses shared by the Agency and the NW 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency; and (b) Vantage shall seek approval from this Board for any expenses that exceed \$1,500.00. This Board further authorizes the Chairperson to exercise all provisions contained therein, including cancellation, termination, and amendment provisions.

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 Wakumi Douglas _____	Parmalyn Jacob _____
Sandy Lila _____	Nadege Vilsaint _____

The Chairperson thereupon declared the resolution duly passed and adopted this 28th day of May, 2025.

**N.W. 79TH 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

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# THE AGREEMENT BETWEEN THE NW 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AND VANTAGE SOLUTIONS, LLC

**THIS AGREEMENT** ("Agreement" or "Contract") made and entered into as of this 12<sup>th</sup> day of May, 2025, by and between **Vantage Solutions, LLC**, a Florida limited liability company with offices at 3479 NW 110th Terrace, Coral Springs, Florida 33065-707 UN (hereinafter referred to as the "Contractor"), and the **NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency**, a body politic and corporate, having its principal office at \_\_\_\_\_ (hereinafter referred to as the "Agency"). The Agency and Contractor may each be individually referred to as a "party" or collectively be referred to as the "parties."

## RECITALS:

**WHEREAS**, the Agency was created by the Miami-Dade County Board of County Commissioners in 2011 and serves the NW 79<sup>th</sup> Street corridor area of Miami-Dade County (hereinafter referred to as the "Area"); and

**WHEREAS**, the mission of the Agency is to eradicate slum and blight and redevelop the Area, supporting a mix of business, residential and commercial opportunities within the Area; and

**WHEREAS**, the Contractor has offered to provide Executive Director services that shall conform to the Scope of Work, which is attached hereto and incorporated herein as Attachment 1, all associated addenda and attachments, which are attached hereto and incorporated herein by reference, and the requirements of this Agreement; and

**WHEREAS**, the parties have agreed to enter into this agreement for the Contractor's services;

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

## **ARTICLE 1. RECITALS AND DEFINITIONS**

1. All of the above recitals are true and correct in all respects and are incorporated by referenced herein as though set forth in full herein.

2. 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 word "Agency" to mean the NW 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 "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work (Attachment 1), all other attachments hereto, all amendments issued hereto, and all associated addenda.

The words "Foreign Country of Concern" to 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.

- d) The word "Board" to mean the Agency's Board of Commissioners.
- e) The word "County" to mean Miami-Dade County, Florida.



- f) The word "Days" to mean calendar days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Agency for review and approval pursuant to the terms of this Agreement.
- h) 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.
- i) The words "Human Trafficking" shall mean that certain term as set forth in Section 797.06, as amended.
- j) The word "Scope of Work" to mean the document appended hereto as Attachment 1, which details the work to be performed by the Contractor.
- k) The words "Service" or "Services" to mean the provision of services in accordance with the Scope of Work.
- l) The word "Subcontractor" to mean any person, entity, firm or corporation, other than employees, agents, or officers of Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of contract with the Contractor.
- m) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

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

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, Articles 1 through 43; 2) the Scope of Work (Attachment 1)

## **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 Board.
- 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 Board.
- 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 or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Work and render full and prompt cooperation with the Agency in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent, as determined by the Agency in its sole and absolute discretion, are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Agency through its Board, and Contractor shall report directly to the Board.
- e) The Contractor acknowledges that the Board 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 upon the request of the Board. 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 Board 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 term of this Agreement shall commence on May 12, 2025 ("Contract Date"), and shall continue until April 30, 2028, unless terminated earlier. Thereafter, this Agreement may be renewed upon the mutual written agreement of the parties, on or before March 31, 2028, for two (2) additional one (1) year under the same terms and conditions as set forth herein or under such other terms and conditions as agreed upon by the parties and approved by the Board.

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

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

**a) To the Agency:**

NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency  
c/o Miami-Dade County Office of Management and Budget  
111 NW 1st Street, Suite 2210  
Miami, Florida 33128  
Attention: Vivian Cao, Asst.

Assistant Director, Community Redevelopment and Municipal Services  
Phone: (305) 375-5143 Fax: (305) 375-1569  
E-mail: [Vivian.Cao@miamidade.gov](mailto:Vivian.Cao@miamidade.gov)

**With copies to:**

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

**b) To the Contractor:**

Vantage Solutions, LLC  
3479 NW 110th Terrace  
Coral Springs, Florida 33065-707 UN  
Attention: Casneve Oupelle  
Phone: (754) 248-6950  
E-mail: khassoupelle@gmail.com

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

**ARTICLE 7. AMOUNT OBLIGATED**

Compensation for the services provided by Contractor to the Agency for the Contract Term shall be as follows:

Basic Services. For the Services, the Agency shall pay the Contractor an annual fee of One Hundred and Fifty Thousand and 00/100 Dollars (\$150,000.00) in equal monthly installments of Twelve Thousand Five-Hundred and Zero 00/100 Dollars (\$12,500.00), (the "Fee"), or as such as 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 Contractor in the Scope of Work, including any out-of-pocket expenses and third-party costs which may be incurred and/or paid by Contractor.

Additional Services. The Contractor will evaluate the Agency's need for expanded day-to-day operational support, including the provision of additional staff to manage the routine business operations of the Agency. These Additional Services may encompass, but are not limited to, administrative support, business operations management, and other functions necessary to ensure the smooth operation of the Agency. Additional Services shall be hired by the Agency, through the Contractor, in line with the Agency's budget. All personnel hired to provide Additional Services shall be hired by, report to, and be terminated by the Contractor.

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

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 Agency.

**ARTICLE 8. INTENTIONALLY OMITTED**

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

- (a) Absent the termination of this Contract, with or without cause, the Contractor shall submit a monthly proper invoice requesting to be paid the Fee of \$12,500.00 per month for Basic Services during the term of this Agreement, which represents 1/12<sup>th</sup> of this Contract's total value per year, as described in Article 7 hereof ("Amount Obligated"). Absent the termination of this Contract, with or without cause, payment shall begin on the one (1) month anniversary of the Contract Date and shall continue to be made on that date each month during the term of this Agreement.
- (b) Upon Contractor's determination of the necessary Additional Services needed by the Agency and subject to the Agency's approval, such Additional Services shall be provided by employees hired by the Agency, through the Contractor, as described in Article 7, and shall be compensated, in the accordance to the established manner of County employees.
- (c) Dues, Subscriptions and Other Reimbursables. In addition to Contractor's Fee, the Agency also agrees to pay to the Contractor on a reimbursement basis:
  - I. the reasonable, customary and proportionate professional dues, including the Florida Redevelopment Association ("FRA") annual membership dues and subscriptions of the Contractor necessary for continued professional participation, growth and advancement, including national, state, and local professional associations, provided that such dues are approved in the Agency's budget; and
  - II. the reasonable, customary and proportionate travel and subsistence expenses for the Contractor's travel and attendance at the Florida Redevelopment Association's annual conference, International Council of Shopping Centers annual conference, Urban Land Institute's annual conference, and other reasonably necessary seminars, conferences, and committee meetings customary to the position of an Executive Director, provided that such expenses are approved in the annual Agency budget, Contractor adheres to Miami-Dade County's travel policies, and are approved by the Agency's Board as set forth in Article 7 hereof.
  - III. the reasonable, customary, and proportionate expenses related to office supplies, equipment, and minor services, as allowed via the County's procurement code.

The parties hereto acknowledge that the Contractor is providing similar services to both the Agency and the NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency. Accordingly, the Contractor agrees that it shall only invoice the Agency for its proportion of any expenses that overlap between the Agency and the and the NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency . For instance, the Agency will only reimburse the Contractor for half the expense or cost of travel and conference attendance if Contractor is traveling and attending such conferences on behalf of both community redevelopment agencies.

- (d) Prior to any eligible reimbursement greater than \$1,500.00, the Contractor shall submit to the Agency's Board for its approval, in its sole discretion, a written invoice for the reimbursables prior to the end of each calendar month during the term of this Agreement. Each invoice shall include a detailed billing statement for reimbursements sought, as well as any other supporting documentation as reasonably requested by the Agency. The Contractor shall also comply with the Miami-Dade County vendor registration and procurement requirements. With respect to the procedures for payment, the Agency and Contractor agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

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

For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Contractor agrees to indemnify, defend and hold harmless, the Agency, 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 the Contractor, agents or other personnel entity acting under the Contractor's control in connection with

Contractor's performance of services under this Agreement and to that extent the Contractor 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 Agency in defense of such claims and losses including appeals. That the aforesaid hold-harmless agreement by the Contractor 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 Contractor or any agent or employee of the Contractor regardless of whether or not such insurance policies shall have been determined to be applicable to any of such damages or claims for damages.

The Contractor shall furnish the Agency at 111 NW 1st Street, Suite 2210 Miami, Florida 33128, Certificate(s) of Insurance with coverages as outlined below:

A. Worker's Compensation Insurance as required by Florida Statute 440.

B. Commercial General Liability Insurance for a minimum \$1,000,000 each occurrence, \$2,000,000 aggregate. Agency must be included as additional Insured.

C. Intentionally Omitted.

D. Professional liability in an amount not less than \$2,000,000 per claim arising out of the rendering or failure to render professional services or products. 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.

**NOTE: CERTIFICATE HOLDER MUST READ:**

**NW 79<sup>th</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**

**111 NW 1st STREET**

**SUITE 2210**

**MIAMI, FL 33128**

**ARTICLE 11. MANNER OF PERFORMANCE**

- a) By approving this Agreement, the Board hereby delegates to the Contractor, serving in the role of Executive Director, the authority to carry out all duties described in the Scope of Work (Attachment 1), including but not limited to day-to-day operational decisions, coordination with vendors and consultants, oversight of Agency staff, and implementation of programs and activities within the adopted annual Agency budget.
- b) This delegation of administrative authority shall not require additional Board approval unless otherwise expressly stated in this Agreement or required by applicable law. Nothing herein shall be construed to limit the Board's policymaking authority or its approval rights as required under applicable statutes, ordinances, or this Agreement.
- c) 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.
- d) The Contractor shall at all times cooperate with the Agency and its Board and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services. Contractor shall be fully responsible for coordinating all the services required under this Agreement so as to ensure that the services required are performed in an efficient, timely and economical manner.
- e) 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. ACKNOWLEDGEMENT**

By signing this Agreement, the Contractor acknowledges that the Contractor has not been pressured, forced, threatened, or coerced to execute this Agreement. The Contractor understands that the Contractor has the right to consult with an attorney before signing this Agreement, and the Contractor either consulted with an attorney or knowingly and voluntarily decided not to consult with an attorney prior to signing this Agreement. Contractor hereby represents and warrants to the Agency that it possesses:

- (a) the skills necessary to perform the Services as required by this Agreement,
- (b) knowledge and understanding of the Agency, and
- (c) the professional expertise, experience and manpower to perform the Services to be provided by Contractor pursuant to the terms of this Agreement.

## **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. The Contractor shall exercise control over the means and manner in which it and its employees, officers, and agents perform the work, and in all respects the Contractor's relationship and the relationship of its employees, officers, and agents to the Agency shall be that of an independent contractor and not as employees, officers, and agents of the Agency.

The Contractor is providing the Services set forth in Attachment 1 and does not have the authority to manage the employees, funds or budgets of the Agency without Board approval. 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, or as approved by the Board.

## **ARTICLE 14. DISPUTE RESOLUTION PROCEDURE**

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.

## **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
- b) 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 complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Work. The Contractor 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 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 acts and/or transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade Agency Code, the Contractor will grant access to the County 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. COMPLIANCE REQUIREMENTS.**

By entering into this Agreement, the Contractor affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The 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) the 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 the Contractor; or c) the 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 Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Contractor shall be in the form attached to this Contract as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as Attachment 2 and incorporated herein by reference.

By entering into this Agreement, Contractor is obligated to comply with the provisions of section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. This compliance includes the Contractor providing an affidavit, attached hereto and incorporated herein as Attachment 3, that it does not use coercion for labor or services. This Agreement may be void if Contractor submits a false affidavit or if Contractor violates section 787.06, Florida Statutes, during the term of this Agreement, even if the Contractor was not in violation at the time it submitted its affidavit.

By entering into this Agreement, the Contractor warrants that it is lawfully organized and constituted and duly authorized to do business in all places where it shall be required to do business under this Contract.

Each individual 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.

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

#### **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**

Notwithstanding anything stated herein to the contrary, the Contractor must not cause any part of this Agreement to be performed a Subcontractor. The Contractor does not have the authority to employ any employees, agents, or Subcontractors without Board approval.

#### **ARTICLE 21. E-VERIFY**

By entering into this Contract, the Contractor, and its Subcontractors (if applicable), 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 any 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 any 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.

If the Agency has a good faith belief that the Contractor has knowingly violated Section 448.09(1), Florida Statutes, then the Agency 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 Agency 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. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

## **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. Termination by the Contractor for Cause. The Contractor may terminate the Agreement if the Agency fails to make a payment as required by the Agreement followed by written notice thereof from the Contractor to the Agency and the Agency's continued failure to make such payment for thirty (30) days following the receipt of such notice. If the Contractor terminates the Agreement as set forth in the previous sentence, the Contractor shall be entitled to recover from the Agency 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.
- b. Termination by the Agency for Cause. The Agency may terminate this Agreement if the Contractor:
  - i. Persistently or repeatedly refuses or fails to follow the Board's reasonable and lawful 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;
  - ii. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
  - iii. Otherwise materially breaches any provision of this Agreement.

When any of the above reasons exist, following a duly noticed public meeting of the Agency, 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 Contractor. The Contractor 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 Agency at law or in equity, the Contractor shall be liable to Agency for all reasonable excess completion costs and costs to correct as a result of said termination.

- c. Termination by the Agency for Convenience. Notwithstanding anything in the Agreement to the contrary, following a duly noticed public meeting of the Agency, 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 Contractor with sixty (60) days written notice thereof. Upon such termination, this Agreement shall be null and void, except



that Contractor shall be entitled to payment for the Scope Work executed up to the date of termination. Any of Contractor'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. Contractor acknowledges and agrees that Contractor shall not be entitled to, and hereby waives any claims for, any damages in the event that the Agency exercises its termination right hereunder including, but not limited to, any consequential or punitive damages. Should the Board wish to have Contractor terminate Services immediately upon issuance of a notice of termination for convenience, the Board agrees to pay Contractor its Fee for sixty (60) days.

- d. Termination by the Contractor for Convenience. Notwithstanding anything in the Agreement to the contrary, the Contractor may, for whatever reason and in its sole discretion, terminate the Agreement without penalty or liability by providing the Board with no less than sixty (60) days written notice thereof. Upon such termination, this Agreement shall be null and void, except that Contractor shall be entitled to payment for the Scope Work executed up to the date of termination. Any of Contractor'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. Agency acknowledges and agrees that Agency shall not be entitled to, and hereby waives any claims for, any damages in the event that the Contractor exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

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

- a) An Event of Default shall mean a breach of this Agreement by the Contractor ("Event of Default"). 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 in a timely manner;
  - ii. the Contractor has failed to comply with the Scope of Work or any term of this Agreement in a timely manner, which failure shall be determined by the reasonable discretion of the Agency;
  - iii. the Contractor has failed to obtain the approval of the Agency or the Board where required by this Agreement;
  - iv. the Contractor has failed in the representation of any warranties stated herein.
  - v. the Contractor has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and in this Agreement.
  - vi. the Contractor has or has attempted to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
  - vii. Contractor's corporate status with the State of Florida's Division of Corporations has become inactive.
  - viii. the Contractor is utilizing Agency property for personal reasons.
  - ix. the Contractor is using drugs or alcohol during the performance of the Services.
  - x. 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.
  - xi. The Contractor has been convicted of a public entity crime as described in Chapter 287, Florida Statutes.
  - xii. Casneve Oupelle, a natural person, is no longer employed by the Contractor.
- b) In the event the Agency terminates this Agreement with or without cause as provided by Article 23 of this Agreement 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 shall 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 shall, allow the Contractor to rectify the default 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. Should Contractor fail to cure the

Event of Default after all cure periods have expired, the Agency may pursue termination pursuant to Article 23 of this Agreement.

#### **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) any liabilities and claims related to the Contractor's default,
- d) The Agency may also bring any suit or proceeding for specific performance or for an injunction.

#### **ARTICLE 27. OWNERSHIP OF DOCUMENTS**

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

#### **ARTICLE 28. INTENTIONALLY OMITTED**

#### **ARTICLE 29. INTENTIONALLY OMITTED**

#### **ARTICLE 30. INTENTIONALLY OMITTED**

#### **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>. The Contractor must comply with the terms of this subsection (a) of Article 31, unless directed otherwise by the appropriate County staff-person in writing.

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

## **ARTICLE 32. INSPECTOR GENERAL REVIEWS**

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

Pursuant to Miami-Dade County Administrative Order No. 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the Agency deems it appropriate to do so. Upon written notice from the Agency, the Contractor shall make available to the IPSIG retained by the Agency, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Agency shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the Agency, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor. 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 (and County agencies) 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 (and County agencies) 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, 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, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

### **ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and implementing regulations at 41 C.F.R. Part 60.
- b) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- c) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- d) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- e) 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.
- f) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- g) 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).
- h) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- i) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- j) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- k) Any other laws prohibiting wage rate discrimination based on sex.
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- m) 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, as applicable.

The Contractor shall hold and maintain all necessary licenses and/or certifications to perform the Services, and comply with all laws, ordinances, regulations and requirements applicable to the Services 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 Agency 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.

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

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any Agency 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, the Agency, or 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.
- c) Contractor shall not 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 Board. Contractor shall thereafter cooperate with the Agency's review and investigation of such information and comply with the instructions

Contractor receives from the Agency regarding remedying the situation.

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

Unless related to the regular business and Work of the Agency, the Contractor shall not, without the express written consent of the Agency, issue, or permit to be issued, any press release, social media post, advertisement, or literature referring to the Agency, or the Work being performed hereunder. 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.

#### **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.

#### **ARTICLE 38. GOVERNING LAW**

This Contract, including attachments, 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. CONTRACTOR'S INTERESTS**

Nothing in this Agreement shall in any way be utilized to request documentation relating to or authorizing consideration of the Contractor's social, political, or ideological interests when determining if the Contractor is a responsible vendor or give a preference to the Contractor based on the Contractor's social, political, or ideological interests.

#### **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 Agency 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 Agency, 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 Agency or Contractor of the other party, as applicable. 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 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. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY**

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

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

**NW 79th STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
C/O MIAMI-DADE 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 43. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof, including but not limited to the indemnification provisions set forth herein. Accordingly, the respective obligations of the Contractor and the Agency under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

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



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

Contractor: **Vantage Solutions, LLC**

Agency: **N.W. 7th Avenue Corridor  
Community Redevelopment  
Agency**

By: \_\_\_\_\_  
Name: Casneve Oupelle  
Title: Manager  
Date: \_\_\_\_\_

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

Approved as to form and legal sufficiency:

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

**ATTACHMENT 1**  
**EXECUTIVE DIRECTOR: SCOPE OF WORK**

The Contractor is responsible for managing the day-to-day operations of the NW 79<sup>th</sup> Street Community Redevelopment Agency and its Board to include:

- Attending all Agency meetings
- Developing and implementing the annual budget for the Agency;
- Carrying-out the policies established by the Board including planning, organizing, and administering the implementation of projects, grants, community development activities, and other related programs for the Agency.
- Coordinating current and long-range planning, real estate, and lands activities; professional project management, business outreach activities, development of planning and economic programs; implementation of strategies to promote and support growth, expansion, and retention of businesses, and elimination of slum and blight within the NW 79<sup>th</sup> Street Corridor areas.
- Coordinating and carrying out the tasks of the Community Redevelopment Plans and for completing technical work.
- Conducting all procurements in accordance with section 163.370(5), Florida Statutes and applicable Miami-Dade County procurement ordinances, implementing orders, regulations.
- Working with vendors, consulting teams (i.e., Economic Developer and Grants Coordinator) and stakeholders to conduct research and prepare detailed studies on land use, zoning, conservation, housing, transportation, population, historic preservation, urban design, community redevelopment, and other areas of comprehensive planning activities.
- Coordinating with other community redevelopment agencies, including the North Miami Community Redevelopment Agency and the NW 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency.
- Coordinate with all relevant staff and consultants, including but not limited to the Economic Development and Grants Coordinators, as needed to execute the agency's mission.
- Planning, initiating, and directing programs and projects for the physical and economic improvement of the area, including all capital projects, outreach efforts, budgets, grant oversight, and board administration.
- Developing, researching, and maintaining public planning studies and programs that involve technical and creative responsibility.
- Administering and coordinating Board activities to include agenda preparation in consultation with the Agency's Chairperson and the County Attorney's Office, and meetings coordination and attendance as needed.
- Managing social media sites for the agency as a tool for public community information.

May 22, 2025

## STATUS REPORT DRAFT

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May 28<sup>th</sup>, 2025 79<sup>th</sup> Street CRA Board Meeting  
Economic Developer Coordinator

### I. Discussion Points

- **Submittal Requirements for Unsolicited Project Assistance for the NW 7th Avenue and NW 79th Street CRAs:** Unsolicited Project Assistance for support with project development costs outside of the CRA's business grant programs or Request for Proposals (RFP) process. This document provides guidelines for submitting funding requests for business relocation and development projects based on TIF recapture.
- **Bonding Initiative for NW 7th Ave CRA and 79th Street CRA:** Recent meetings in April with Sergio Masvidal from PFM. In a series of calls, COLAB has clarified tax-exempt and non-tax-exempt status for project considerations and infrastructure improvements. We have rough county estimates for TIF, including the potential funded amounts for each CRA.
- **Project Developer Workshop:** Ongoing discussions aim to formalize a 2-hour workshop at the DoubleTree Hilton as a hosted showcase with three potential developers presenting projects that are proposed and already approved for development. We facilitate an open discussion on submittal requirements and the current development climate. CRA submittal requirements will be announced for a group discussion, with collaboration between our subconsultant and project team member Howard Brown of LGCG.
- **Land Analysis for Potential Redevelopment Strategies for NW 79<sup>th</sup> Street CRA:** Our land analysis evaluated potential redevelopment sites within the CRAs based on specific criteria, including the presence of unsafe structures, vacant land, properties lacking sewer connections, and instances where the land value exceeded the building value. We also tracked projects in the pipeline that were identified through comprehensive research of Miami-Dade County's Land Management portal within the CRA's boundaries.
- **NW 79<sup>th</sup> Street CRA GIS Dashboard:** Interactive GIS platform including a Land Development Tool Property Dashboard, an all-in-one tool for searching zoning regulations, development prospects, and assets:

### II. Additional Discussion Points:

- Status of 18<sup>th</sup> Ave redevelopment initiatives, 1M budget line item, and current developer interests.
- Health Care Initiatives based on CRA parcel acquisition and vacant land activation.
- Lindsey Hopkins Technical College worker placement by CRA zip codes, current placement efforts.