

RESOLUTION NO. CRA-01-2021

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY RETROACTIVELY AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE AMENDMENT NO. 2 TO THE ECONOMIC DEVELOPMENT COORDINATOR SERVICES AGREEMENT BETWEEN THE AGENCY AND 79TH STREET CORRIDOR NEIGHBORHOOD INITIATIVE, INC. IN THE AMOUNT OF \$65,000.00, FOR THE PURPOSE OF EXTENDING SUCH AGREEMENT FOR AN ADDITIONAL ONE-YEAR PERIOD

WHEREAS, the Board of Commissioners ("Board") of the N.W. 79th Street Community Redevelopment Agency ("Agency") has approved grant programs which assist with the development of new and existing businesses in the NW 79th Street Redevelopment Area; and

WHEREAS, 79th Street Corridor Neighborhood Initiative, LLC ("Development Coordinator") currently provides the Agency with economic development coordination services; and

WHEREAS, the Agency and the Development Coordinator entered into an Agreement on December 3, 2018; and

WHEREAS, the Amendment No. 1 expired on December 2, 2020; and

WHEREAS, this Board and the Development Coordinator wish to exercise the first option-to-renew,

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

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

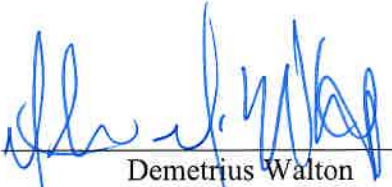
Section 2. This Board retroactively authorizes the Agency’s Executive Director or Executive Director’s to execute Amendment No. 1 to the Economic Development Coordinator Services Agreement between the Agency and the Coalition, in the amount of \$65,000.00, in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference, subject to approval by the County Attorney’s Office, for the purpose of extending such agreement for an additional one-year period.

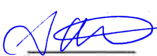
The foregoing resolution was offered by Rasha Soray-Cameau, who moved its adoption. The motion was seconded by Ron Frazier, Vice Chairman and upon being put to a vote, the vote was as follows:

	Oliver L. Gross, Chairman	<u>Abstain</u>	
Ronald E. Frazier	<u>Yes</u>	Francesca Menes	<u>Absent</u>
Rasha Soray-Cameau	<u>Yes</u>	Demetrius Walton	<u>Yes</u>

The Chairperson thereupon declared the resolution duly passed and adopted this 29th day of June, 2021.

N.W. 79th STREET COMMUNITY REDEVELOPMENT AGENCY AND ITS BOARD OF COMMISSIONERS

By: 
Demetrius Walton
N.W. 79th Street CRA Secretary

Approved by CRA Attorney as to form and legal sufficiency. 

Terrence A. Smith

AMENDMENT NO. 2

**AGREEMENT BETWEEN
NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
AND THE
79TH STREET CORRIDOR NEIGHBORHOOD INITIATIVE, INC.**

FOR

RFP NO. 79THST2018-001, ECONOMIC DEVELOPMENT COORDINATOR SERVICES

This Amendment No. 2 (hereinafter referred to as the “Amendment”) entered into this 2nd day of December 2020, by and between the N.W. 79th Street Corridor Community Redevelopment Agency, (hereinafter referred to as “Agency”), a public body corporate and politic, whose administrative offices are located at 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128, and the 79th Street Corridor Neighborhood Initiative, Inc., (Contractor) whose business address is 7900 NW 27th Avenue, Suite 236, Miami, Florida 33147 for economic development coordinator services for the Agency.

RECITALS

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

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

WHEREAS, the Agency has historically expressed a desire to effectively market the Area to the local businesses and community in particular and the County at large; and

WHEREAS, the Contractor is an economic development consulting business with a track record of providing strategic development planning, program management and analytic services to multiple governmental, private, not-profit and institutional clients; and

WHEREAS, the Agency released a Request for Proposals (RFP No. 79THST2018-001) and the Contractor has offered to provide Economic Developer Coordinator Services; and

WHEREAS, the Agency and the Contractor entered into the Agreement, with four, one-year options to renew; and

WHEREAS, the initial term of the Agreement will expired on December 2, 2019 and amendment No. 1 will expire on December 2, 2020; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional one-year period,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants recorded herein, the parties agree as follows:

- I. The above-referenced recitals are incorporated herein by reference.
- II. The term of the Agreement as set forth in Article 5 of such Agreement is hereby renewed until December 2, 2021, unless terminated by either party.
- III. Article 7, Payment For Services/Amount Obligated is hereby amended as follows:

The Contractor shall provide the services described in the Scope of Work Services (Attachment A) and the Contractor's Budget (Attachment B), which are hereby incorporated as part of this Agreement. Information included in Attachments "A" and "B" of this Agreement will be based upon the Contractor's response to a corresponding RFP No. 79THST2018-001.

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

The Contractor warrants that it has reviewed the Agency's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of Sixty-five Thousand Dollars and 00/100 (\$65,000.00) (Contract Price). Notwithstanding the foregoing Contract Price, the parties acknowledge that the Agency will encumber \$65,000.00 of FY 2020 - 2021 tax increment financing funds for this Contract, subject to the approval of the Agency and the Miami-Dade Board of County Commissioners' approval of the Agency's FY 2020 - 2021 budget. The Agency shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Agency and the Contractor.

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

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

- IV. Attachment B is replaced in entirety with Attachment B, attached hereto and incorporated by reference.
- V. All provisions in the Agreement and any attachments thereto in conflict with this Amendment shall be and hereby are changed to conform with this Amendment.
- VI. All other terms and conditions not in conflict with this Amendment remain unchanged as agreed to in the original Agreement.
- VII. This Amendment is hereby made a part of the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

In WITNESS WHEREOF, the parties hereto have caused this Amendment and the attachments to be executed by their representatives thereunto duly authorized.

**79TH STREET CORRIDOR
NEIGHBORHOOD INITIATIVE, INC.:**

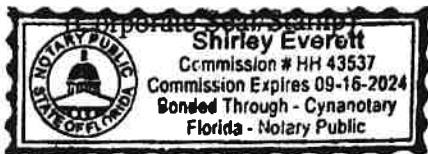
By: [Signature]
Signature

Ronald Butler - Ex Director
Name/Title (typed)

ATTEST:

By: [Signature]

Shirley Everett
Name/Title (typed)



**N.W. 79TH STREET CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY, a body politic and corporate**

By: [Signature]
Jorge Fernandez, Executive Director

ATTEST:

By: [Signature]
Demetrius Walton, Secretary

Approved as to form and legal sufficiency:

By: [Signature]
Terrence A. Smith
Assistant County Attorney

AMENDMENT NO. 2

**AGREEMENT BETWEEN
NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
AND THE
79TH STREET CORRIDOR NEIGHBORHOOD INITIATIVE, INC.**

**FOR
RFP NO. 79THST2018-001, ECONOMIC DEVELOPMENT COORDINATOR SERVICES**

This Amendment No. 2 (hereinafter referred to as the “Amendment”) entered into this 2nd day of December 2020, by and between the N.W. 79th Street Corridor Community Redevelopment Agency, (hereinafter referred to as ”Agency”), a public body corporate and politic, whose administrative offices are located at 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128, and the 79th Street Corridor Neighborhood Initiative, Inc., (Contractor) whose business address is 7900 NW 27th Avenue, Suite 236, Miami, Florida 33147 for economic development coordinator services for the Agency.

RECITALS

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

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

WHEREAS, the Agency has historically expressed a desire to effectively market the Area to the local businesses and community in particular and the County at large; and

WHEREAS, the Contractor is an economic development consulting business with a track record of providing strategic development planning, program management and analytic services to multiple governmental, private, not-profit and institutional clients; and

WHEREAS, the Agency released a Request for Proposals (RFP No. 79THST2018-001) and the Contractor has offered to provide Economic Developer Coordinator Services; and

WHEREAS, the Agency and the Contractor entered into the Agreement, with four, one-year options to renew; and

WHEREAS, the initial term of the Agreement will expired on December 2, 2019 and amendment No. 1 will expire on December 2, 2020; and

WHEREAS, the parties desire to extend the term of the Agreement for an additional one-year period,

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants recorded herein, the parties agree as follows:

- I. The above-referenced recitals are incorporated herein by reference.
- II. The term of the Agreement as set forth in Article 5 of such Agreement is hereby renewed until December 2, 2021, unless terminated by either party.
- III. Article 7, Payment For Services/Amount Obligated is hereby amended as follows:

The Contractor shall provide the services described in the Scope of Work Services (Attachment A) and the Contractor's Budget (Attachment B), which are hereby incorporated as part of this Agreement. Information included in Attachments "A" and "B" of this Agreement will be based upon the Contractor's response to a corresponding RFP No. 79THST2018-001.

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

The Contractor warrants that it has reviewed the Agency's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of Sixty-five Thousand Dollars and 00/100 (\$65,000.00) (Contract Price). Notwithstanding the foregoing Contract Price, the parties acknowledge that the Agency will encumber \$65,000.00 of FY 2020 - 2021 tax increment financing funds for this Contract, subject to the approval of the Agency and the Miami-Dade Board of County Commissioners' approval of the Agency's FY 2020 - 2021 budget. The Agency shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Agency and the Contractor.

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

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

- IV. Attachment B is replaced in entirety with Attachment B, attached hereto and incorporated by reference.
- V. All provisions in the Agreement and any attachments thereto in conflict with this Amendment shall be and hereby are changed to conform with this Amendment.
- VI. All other terms and conditions not in conflict with this Amendment remain unchanged as agreed to in the original Agreement.
- VII. This Amendment is hereby made a part of the Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

In WITNESS WHEREOF, the parties hereto have caused this Amendment and the attachments to be executed by their representatives thereunto duly authorized.

**79TH STREET CORRIDOR
NEIGHBORHOOD INITIATIVE, INC.:**

By: [Signature]
Signature

Ronald Butler - Ex Director
Name/Title (typed)

ATTEST:

By: [Signature]

Shirley Everett
Name/Title (typed)



**N.W. 79TH STREET CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY, a body politic and corporate**

By: [Signature]
Jorge Fernandez, Executive Director

ATTEST:

By: [Signature]
Demetrius Walton, Secretary

Approved as to form and legal sufficiency:

By: [Signature]
Terrence A. Smith
Assistant County Attorney

ATTACHMENT A

SCOPE OF WORK SERVICES – FY 2020-2021 NW 79th Street CRA Economic Development Coordinator

TASK	OUTCOME DELIVERABLE	2019-2020 TIMEFRAME	Current Status 2019-2020	End of Contact Year Status
A. Review and Update the CRA's <u>Action Plan</u> and Redevelopment Plan	<i>Updated Action and Redevelopment Plan for 2018/2019</i>	Month 1 – Month 4	TBD for 2020/2021	✓ Action Plan Updated
B. Draft, Recommend and/or Implement Competitive or Non-Competitive Solicitations Requested by the Agency, as needed	<i>Solicitations for contractors and vendors completed and approved by the CRA</i>	12 Months <i>As needed basis</i>	Small Business Grants Program guidelines approved by CRA Commissioners	✓
C. Perform Community Outreach and Public Relations (Regular Interaction with Businesses Along the Corridor; Monthly Activity Reports and other Documents as Identified)	<i>More businesses based in the CRA Area will be informed about opportunities offered by the CRA and Miami-Dade County</i>	12 Months	Over 130 areas businesses have been informed about various federal County and CRA and County emergency grants and loan programs	✓ On-going
D. Identify Cost-neutral Business Training or Development Opportunities for the CRA Grant Recipients	<i>Partnerships will be established with colleges/universities, non-profits, public entities to provide training for businesses in the 79th Street CRA Area</i>	12 Months	The 79th Street Small Business Academy will launch December 2, 2020 led by PSE. Pipeline to jobs in the transportation and logistics industry will be created	PSE subsidized training program
E. Identify and Secure Sources of Income Other Than Tax Increment Revenues	At least two new Sources of income will be secured by the end of the contract period working with financial institutions (i.e., BB&T, Iberia & OneUnited)	12 Months	Submitted grant request for \$300,000 to remediate PIC parcels and other 79 th Street area lots. Also submitted a \$1million funding request to the Wells Fargo Foundation to support small business development.	
F. Identify economic and/or real estate development opportunities	<i>At least 3 major economic and real estate projects will be identified with support of public and private partners</i>	Month 5 – Month 12	A proposal to redevelop the PIC was submitted to the County in June. The \$135 million project as proposed would create over 300 jobs and offer many small business opportunities. Continued to work with IMC Dev. Group on a project that will create up 5,000 housing units and 100,000 sq. ft. of commercial space.	✓ On-going

G. Facilitate Intergovernmental Matters and Relations	<i>Intergovernmental matters will be handled efficiently and appropriately</i>	12 Months	On-going	✓ Ongoing
H. Attend CRA Board Meetings and Workshops and other Relevant Meetings, as Requested	<i>Attend and participate in all Board meetings, workshops and any others, as requested</i>	12 Months		✓ On-going
I. Provide the CRA with Independent Analysis, Updates, Reviews and/or Coordination, as needed	<i>CRA will have the necessary information to make informed decision that impact the redevelopment of the CRA</i>	12 Months	Completed and submitted CRA expansion report. Provided regular reports on various community development activities in the CRA district.	✓ On-going
J. Commission a comprehensive re-development plan for Poinciana Industrial Park	<i>Initiative is included in the CRA's Action Plan</i>	12 Months	Comprehensive PIC Redvelopment Plan was completed in June.	✓
K. Pursue creation of a Business Improvement District (BID) for the Corridor	<i>Provide comprehensive BID programming plan. Exploratory phase was completed 2-3 years ago</i>	12 Months	Phase III of the BID development process is underway. Surveying business owners about their interest in supporting a BID.	✓ Began steps to initiate
L. Create a comprehensive marketing strategy	<i>Provide comprehensive marketing plan.</i>	12 Months	A 79 th Street Corridor CRA Marketing plan has been submitted and reviewed by CRA board.	✓

**Tasks J - L, were offered as additional tasks by the Contractor as part of proposal response. Shaded tasks are priorities for FY 2019-2020. Shaded tasks will be the primary focus for FY 2019-2020`.*



Ron Butler, Executive Director

11 / 23 / 2020

Date

ATTACHMENT B

CONTRACTOR RATE & FEE SCHEDULE

Economic Development Coordinator Services

The cost to deliver the Scope of Work Services (Scope) is \$65,000.00 annually, payable in equal monthly installments of \$5,416.66 over the twelve month fiscal year.

79th Street Corridor Neighborhood Initiative, Inc. will provide monthly progress reports and invoices detailing all contractual activities and progress towards accomplishment of contracted tasks, as outlined in the approved Scope.

If the CRA requests additional services not specifically listed in the Scope, 79th Street Corridor Neighborhood Initiative, Inc. will receive a request for services from the CRA/Agency and prepare a cost estimate to complete said tasks(s). Estimates for additional tasks, as requested by the CRA/Agency, may be completed using the hourly rate for personnel detailed below or another rate negotiated at a later date and approved by the CRA/Agency.

Hourly Rate for Additional Services, Other Approved Contractors:

\$120/hour