



# NW 79th Street Corridor Community Redevelopment Agency

## Board Meeting Agenda

Tuesday, March 31, 2026 – 6:00 PM

Arcola Lakes Branch Library – Conference Room

8240 NW 7th Avenue, Miami, FL 33150

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

- I. Call to Order
- II. Roll Call
- III. Reasonable Opportunity for the Public to be Heard — 2 minutes per speaker
- IV. Approval of Agenda
- V. Consent Agenda
  - A. December 10, 2025
- VI. Action Items:
  - A. **RESOLUTION NO. CRA-06-2026** - Resolution of the NW 79th Street Community Redevelopment Agency Approving a Professional Services Agreement with Steven W. Zerkowitz, P.A. to Provide Legal Representation Services to the NW 79 Street Community Redevelopment Agency for the Remainder of Fiscal Year 2025-2026
  - B. **RESOLUTION NO. CRA-07-2026-** Resolution of the NW 79th Street Community Redevelopment Agency extending MHCP COLAB LLC, Economic Development Consulting Services for NW 79 Street CRA.
  - C. **RESOLUTION NO. CRA-08-2026** - Resolution of the NW 79th Street Community Redevelopment Agency extending NANA CRA Affordable Housing, LLC d/b/a Neighbors and Neighbors, Inc. (NANA) for Grant Administrator Services.
  - D. **RESOLUTION NO. CRA-09-2026** - Resolution of the NW 79th Street Community Redevelopment Agency Approving Reimbursement to Vantage Solutions, LLC for Expenses Advanced on Behalf of the CRA from November 2025 through March 2026.
- VII. Executive Director's Report
  - A. Colab Report Quarterly Report
  - B. NANA Quarterly Report
- VIII. CRA Attorney's report
- IX. Adjournment

*“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 CORRIDOR REDEVELOPMENT AGENCY REGULAR MEETING

## OFFICIAL MINUTES – Wednesday, December 10, 2025

- I. Call to Order — CRA Board Chair Rhenie Dalger called the meeting to order at 6:10 p.m.
- II. Roll Call and Introductions —
- III.

Rhenie Dalger, Chair	Absent
Dr. Gilbert Saint Jean, Jr., Vice Chairman	Present
Board Member Tanisha ‘Wakumi’ Douglas	Present
Board Member Sandy Lila	Absent
Board Member Nadege Vilsaint	Present

Consultant Team/Attorney:  
Melissa and Mathew Hege, MHCP COLAB;  
Leroy Jones and Victoria Goss, NANA;  
Steven Zelkowitz

Miami-Dade County: Vivian Cao, Assistant Director, OMB; Chimene Graham, Business Analyst Manager, OMB

- IV. Public Comment/Reasonable Opportunity to be Heard — A member of the audience informed the Board about their Wynwood Marketplace holiday toy drive effort and invited the CRA to partner. The Executive Director indicated he would coordinate directly with him.
- V. Approval of Agenda — Ms. Vilsaint moved approval of the agenda with a second from Ms. Douglas. *Motion passed.*
- VI. Approval of October 29, 2025, Minutes — A Motion to defer for a future meeting was offered by Ms. Vilsaint with a second from Ms. Douglas. *Motion passed.*
- VII. Action Items —

A. **Resolution No. CRA-14-2025** – Resolution to access a competitively established agreement between Miami-Dade County Public Housing and Community Development (PHCD) and Rebuilding Together Miami-Dade, Inc. (RTMD).

A Motion to Approve was made by Ms. Vilsaint, with a Second from Ms. Douglas. *Motion Passed.*

B. **Resolution No. CRA-15-2025** – Amending the Area Improvement & Redevelopment Grant Program.

Some of the highlighted updates include: creation of a new façade program for up to \$50,000 and no required match; and converting the tech grant into a \$10,000 retention grant (workforce training, professional services, lease payments, training, capacity building and technology). A Motion to Approve was made by Ms. Vilsaint, with a Second from Ms. Douglas. *Motion Passed.*

C. **Resolution No. CRA-16-2025** - Resolution Approving an Area Improvement & Redevelopment Grant of \$75,000 (AIRG) for Synergy Consultants Group, LLC.

A Motion to Approve was made by Ms. Vilsaint, with a Second from Ms. Douglas. *Motion Passed.*

D. **Resolution No. CRA-17-2025** - Resolution Approving an Area Improvement & Redevelopment Grant of \$150,000 (AIRG) for Royal Castle.

Charlise Stallworth, Owner, Royal Castle (2700 NW 79<sup>th</sup> Street) addressed the Board to thank them for the opportunity to partner and indicated that Royal Castle has been a part of the community for 45 years. The location is the very last remaining of the franchise and it is family-owned and operated. With the grant, they will work on an update of the aesthetics (interior/exterior), retain the recipes from the past and will continue hiring from within the community.

Ms. Douglas asked about the prospect of waiving the original grants cap and wanting to make sure that all businesses are afforded the same exact consideration. Executive Director Oupelle said that, where appropriate, recommendations outside the scope of the grant program guidelines, will be recommended on a case-by-case basis. Further, he indicated that it's important to be flexible in those instances where the over-riding value of a project is beneficial to the goals of the CRA.

A Motion to Approve was made by Ms. Vilsaint, with a Second from Ms. Douglas. *Motion Passed.*

- E. **RESOLUTION NO. CRA-18-2025** – Resolution Approving The First Amendment to the Professional Services Agreement Anthony Bonamy to Extend the Term for Fiscal Year 2025-2026 and increase the Fee in the Amount of \$82,500.

A Motion to Approve was made by Ms. Vilsaint, with a Second from Ms. Douglas. *Motion Passed.*

VIII. Executive Director's Report

- A. COLAB Quarterly Report – provided an update on several projects: Metrorail “Underpass,” the Underline extension, mobility study for a community shuttle and a possible temporary health facility.
- B. NANA Quarterly Report – indicated that they continue to look for available properties within the CRA district for possible development opportunities.

- IX. Adjournment — There being no additional business, the meeting adjourned at 6:59 p.m.

**RESOLUTION NO. CRA-06-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, TERMINATING A PROFESSIONAL SERVICES AGREEMENT WITH TAYLOR DUMA LLP TO PROVIDE LEGAL REPRESENTATION SERVICES TO THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY FOR FISCAL YEAR 2025-2026; APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH STEVEN W. ZELKOWITZ, P.A. TO PROVIDE LEGAL REPRESENTATION SERVICES TO THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY EFFECTIVE MARCH 1, 2026 FOR THE REMAINDER OF FISCAL YEAR 2025 -2026 FOR THE REMAINDER OF THE NOT TO EXCEED AMOUNT ONE HUNDRED FIFTY THOUSAND AND 00/100 DOLLARS (\$150,000.00); AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE ENGAGEMENT LETTER WITH STEVEN W. ZELKOWITZ, P.A.; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE ENGAGEMENT LETTER; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the continuing retention of a legal advisor will facilitate the mission of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”) to promote and enhance the quality of life by eliminating and preventing slum and blighted conditions in the Community Redevelopment Area through redevelopment activities and projects pursuant to Part III of Chapter 163, Florida Statutes, known as the Community Redevelopment Act of 1969 in accordance with Local, County and State Statutes; and

**WHEREAS**, on October 29, 2025, pursuant to Resolution No. CRA-14-2025, the Board of Commissioners of the CRA approved an Engagement Letter with Taylor Duma LLP to provide legal representation services to the CRA for Fiscal Year 2025-2026 in an amount not to exceed One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00); and

**WHEREAS**, CRA Staff recommends terminating the Engagement Letter with Talyor Duma LLP and entering into an Engagement Letter with Steven W. Zelkowitz, P.A. for the remainder of Fiscal Year 2025-2026 for the remainder of the not to exceed amount One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00); and

**WHEREAS**, the Board of Commissioners of the CRA desire to terminate the Engagement Letter with Talyor Duma LLP and enter into an Engagement Letter with Steven W. Zelkowitz, P.A. to provide legal representation services to the CRA effective March 1, 2026 for the remainder of Fiscal Year 2025-2026 for the remainder of the not to exceed amount One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00).

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:**

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

**Section 2. Termination of Engagement Letter.** The Engagement Letter with Taylor Duma LLP approved pursuant to Resolution No. CRA-14-2025 is hereby terminated.

**Section 3. Approval of Professional Services Agreement.** The Engagement Letter with Steven W. Zelkowitz, P.A. attached hereto to provide legal representation services to the CRA effective March 1, 2026 for the remainder of Fiscal Year 2025-2026 for the remainder of the not to exceed amount One Hundred Fifty Thousand and 00/100 Dollars (\$150,000.00) is hereby approved.

**Section 4. Execution of Engagement Letter.** The Executive Director is hereby authorized to execute and deliver the Engagement Letter with Steven W. Zelkowitz, P.A. in the form of the Engagement Letter attached hereto.

**Section 5. Implementation of the Engagement Letter.** The Executive Director is hereby authorized to take all steps necessary and appropriate to implement the terms and conditions of the Engagement Letter with Steven W. Zelkowitz, P.A. in the form attached hereto including terminating the Engagement Letter with Taylor Duma LLP.

**Section 6. Effective Date.** This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 31<sup>st</sup> day of March, 2026.

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Rhenie Dalger  
Chair

ATTEST:

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Tanisha “Wakumi” Douglas, MSW  
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

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Steven W. Zelkowitz, P.A.  
CRA Attorney

SPONSORED BY: ADMINISTRATION

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

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

Vote:

Chair Rhenie Dalger  
Vice Chair Gilbert St. Jean, Phd  
Board Member Tanisha “Wakumi” Douglas, MSW  
Board Member Sandy Lila, MPA  
Board Member Nadege Vilsaint, RCSWI, MSW

\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes) \_\_\_\_\_ (No)



## NW 79th Street Corridor Community Redevelopment Agency

**Date:** March 31, 2026  
**To:** Board Members of NW 79th Street Community Redevelopment Agency  
**From:** Khas Oupelle, Executive Director  
**Subject:** Resolution Approving Engagement Letter for Legal Services for the Remainder of FY 2025–2026

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### **Recommendation**

It is recommended that the Board of Commissioners approve the terms of a new engagement letter for legal services for the remainder of Fiscal Year 2025–2026 and authorize the Executive Director or designee to execute the engagement letter and exercise all provisions contained therein.

### **Fiscal Impact**

Legal services will be billed at the hourly rates outlined in the engagement letter and will remain within the amount previously authorized in the Agency's approved FY 2025–2026 budget under the legal services line item. No additional appropriation is required.

### **Delegation of Authority**

Upon approval of this item, the Executive Director or designee is authorized to execute the engagement letter and work directly with legal counsel to manage the CRA's legal matters.

### **Background**

On October 29, 2025, the Board approved an engagement letter with Taylor Duma LLP to provide legal services to the Agency for Fiscal Year 2025–2026. Since that time, the attorney assigned to represent the Agency is no longer affiliated with that firm. To maintain continuity of legal representation, it is necessary to terminate the prior engagement and approve a new engagement letter with Steven W. Zelkowitz, P.A. for the remainder of the fiscal year.

Mr. Steven Zelkowitz has extensive experience representing community redevelopment agencies and governmental entities and is familiar with the Agency's legal needs. The new engagement letter provides for the continuation of general counsel services under the same budget previously approved by the Board. Approval of this item will allow the Agency to continue receiving legal services without interruption for the remainder of Fiscal Year 2025–2026.

### **Attachment**

Engagement Letter – Legal Services FY 2025–2026



Steven W. Zelkowitz, P.A.  
17301 Biscayne Boulevard, Suite LPH7  
North Miami Beach, Florida 33160  
P: 305-301-5533 | M: steven@zelkowitzpa.com

March 1, 2026

Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency  
c/o Casneve "Khas" Oupelle, MPA, FRA-RA, CP3P  
Executive Director  
Miami-Dade County Office of Management and Budget  
Community Redevelopment Agencies and Municipal Services  
111 NW First Street, 22<sup>nd</sup> Floor  
Miami, FL 33128

Re: Attorney-Client Representation for remainder of Fiscal Year 2025-26

Dear Mr. Oupelle:

We are pleased that the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (the "Agency") has chosen Steven W. Zelkowitz, P.A. to represent the Agency. This letter will confirm our understanding that the Agency has engaged this firm and will describe the basis on which we will provide legal services.

We have been engaged to represent the Agency in connection with General Counsel Services commencing March 1, 2026. Based on our standard conflict of interest review procedures using information you have provided, and except as we may have separately communicated in writing, we are not aware of any conflicts of interest that would arise as a result of the services we will be providing. If we subsequently become aware of any conflicts, we will contact you immediately and work with you to achieve a mutually acceptable resolution as mandated by applicable ethical rules.

Our fee is \$285 per hour for all firm attorneys and \$225 for all firm paralegals subject to a cap of the remainder of the previously allocated \$150,000. In addition to our fees, the Agency will be responsible for expenses we incur in connection with this engagement, such as filing fees or delivery charges. If court reporters or other services are engaged on your behalf, we may forward their invoices with a request that you pay them directly. You agree to do so. We will not bill you for ordinary office expenses like occasional copying, long distance telephone calls, and fax transmissions.

The foregoing does not include any loan or bond to be obtained by the Agency, real estate closings or litigation matters. Fees for any loan or bond, as well as real estate closings, will be paid from, and as part of, the closing. In the event of any litigation, we will estimate and prepare a proposed budget for approval by the Agency Board.

If the Agency engages us on any litigation matters, please be aware that litigation in the digital age frequently requires the production of electronically stored information (“ESI”) and compliance with state, federal, court, and ethics rules applicable to electronic discovery. A member of our firm’s internal Electronic Discovery Committee will consult on all matters involving ESI, and time will be billed at rates commensurate to those listed above. Further, it may be necessary to retain one of our firm’s external preferred providers of e-Discovery services (the “e-Discovery Provider”) to assist with the preservation, collection, and processing of ESI. We will consult with the Agency before retaining any e-Discovery Provider on your behalf. We will review all invoices received from an e-Discovery Provider and will forward them to the Agency for prompt payment. The Agency will be solely responsible for payment of e-Discovery expenses, and you agree to remit payment directly to the e-Discovery Provider.

We generally issue monthly invoices for current fees and expenses. We expect our invoices to be paid promptly, and in any event within thirty (30) days of receipt, and the Agency agrees to do so. Where allowed, we will charge a processing fee for credit card payments. Our secure site will disclose the amount of any such credit card processing charge before the Agency authorizes payment. We may charge interest for invoices left unpaid. If our fees and expenses are not paid, or if the Agency fails to timely pay an outside vendor retained on your behalf, such as an e-Discovery Provider, we reserve the right to postpone or defer providing additional services or to discontinue our representation in accordance with applicable law, bar, or court rules.

We strive to provide the highest quality legal services at a reasonable cost. Accordingly, we ask that the Agency inform us promptly if it believes an invoice to be inaccurate or excessive, so that we may seek to resolve the concern. The Agency will waive the right to dispute the fees, expenses, and other content of any invoice if we do not receive a written objection from the Agency within fifteen (15) days from your receipt of the invoice.

The agency may terminate this agreement with us at any time, but we will be entitled to the full amount of the fees earned and expenses incurred through termination. Unless sooner concluded, our representation will be deemed terminated one (1) year from the last date of legal services for which we bill the Agency. Upon completion of our representation, whether due to termination, withdrawal or otherwise, we will have no further obligation to assist the Agency with respect to this matter, to renew any judgment obtained for the Agency, or to advise the Agency with respect to changes in the laws or regulations that could have an impact upon your future rights and liabilities relating to any matter we handled for you.

We will retain certain documents relating to this matter for a period of not less than four (4) years, after which time we will destroy all documents in accordance with our document retention policies then in effect. If the Agency would like to retrieve any original documents that the Agency provided us or any other material from our file, the Agency must so advise us prior to their destruction.

We do not expect that any dispute between us will arise. Nonetheless, in the event of a dispute under this engagement, the Agency and we agree to resolve the dispute pursuant to the applicable binding arbitration provision(s) that appear in the separate Exhibit A below, which Exhibit A is incorporated herein by reference. Before you sign this agreement, the Agency should consider consulting with another lawyer about the advisability of making an agreement with mandatory arbitration requirements. Arbitration proceedings are ways to resolve disputes without use of the court system. By entering into agreements that require arbitration as the way to resolve fee disputes, the Agency gives up (waive) your right to go to court to resolve those disputes by a judge or jury. These are important rights that should not be given up without careful consideration.

We make no representations or warranties about the outcome of this engagement. The time frame and resulting costs of our representation depend upon factors not always within our control, such as your level of cooperation, facts, and circumstances not knowable at the time of our engagement, the conduct of other parties or their counsel, the complexity of a particular matter and other factors.

In the event any provision of this engagement letter or any supplement is found to be unenforceable, the remaining provisions of this letter or such supplement shall remain enforceable in accordance with their terms to give effect to our intent to the maximum extent possible.

Again, we thank you for the opportunity to represent the Agency. After careful consideration of the Notice below (in bold and all caps), please sign and date this engagement letter (including the attached Exhibit A) and return it to my attention, and please retain a copy for Agency files.

Kind regards,



Steven W. Zerkowitz

Accepted and agreed to:

Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency

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

Casneve "Khas" Oupelle  
Executive Director

Dated: March 1, 2026

**RESOLUTION NO. CRA-07-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXERCISE THE SECOND RENEWAL OPTION OF CONTRACT NO. EVN0002830, ECONOMIC DEVELOPMENT COORDINATOR SERVICES FOR N.W. 79<sup>TH</sup> STREET COMMUNITY CORRIDOR COMMUNITY REDEVELOPMENT AGENCY WITH MHCP COLAB LLC (COLAB) IN AN AMOUNT NOT TO EXCEED \$190,000.00 FOR A ONE-YEAR TERM WITH AN EFFECTIVE DATE OF MARCH 31, 2026; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE CONTRACT TO ACCOMPLISH THE PURPOSE SET FORTH HEREIN; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AMENDMENT TO THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency ("CRA") and MNCP COLAB, LLC ("COLAB") entered into that certain Contract No. EVN0002830 dated March 28, 2024 to provide economic redevelopment coordination services, which Contract was previously renewed for a one (1) year term; and

**WHEREAS**, the Board of Commissioners of the CRA desires to authorize the Executive Director or Executive Director's designee to exercise the second renewal option of Contract No. EVN0002830, Economic Development Coordinator Services for N.W. 79<sup>th</sup> Street Community Corridor Community Redevelopment Agency with COLAB in an amount not to exceed One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00) for a one-year term with an effective date of March 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:**

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

**Section 2. Authority of Executor Director.** The Executive Director or Executive Director's designee is hereby authorized to exercise the second renewal option of Contract No. EVN0002830, Economic Development Coordinator Services for N.W. 79<sup>th</sup> Street Community Corridor Community Redevelopment Agency with COLAB in an amount not to exceed One Hundred Ninety Thousand and 00/100 Dollars (\$190,000.00) for a one-year term with an effective date of March 31, 2026.

**Section 3. Execution of Amendment to Contract.** The Executive Director is hereby authorized to execute and deliver an amendment to the Contract to accomplish the purpose set forth herein, which amendment is subject to the review and approval of the CRA Attorney.

**Section 4. Implementation of Amendment to Contract.** The Executive Director or the Executive Director’s designee is hereby authorized to take all action necessary to implement the terms of the Amendment to Contract, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

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

PASSED and ADOPTED this 31<sup>st</sup> day of March, 2026.

\_\_\_\_\_  
Rhenie Dalger  
Chair

ATTEST:

\_\_\_\_\_  
Tanisha “Wakumi” Douglas, MSW  
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Steven W. Zelkowitz, P.A.  
CRA Attorney

SPONSORED BY: ADMINISTRATION

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


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

Vote:

Chair Rhenie Dalger	_____ (Yes)	_____ (No)
Vice Chair Gilbert St. Jean, Phd	_____ (Yes)	_____ (No)
Board Member Tanisha “Wakumi” Douglas, MSW	_____ (Yes)	_____ (No)
Board Member Sandy Lila, MPA	_____ (Yes)	_____ (No)
Board Member Nadege Vilsaint, RCSWI, MSW	_____ (Yes)	_____ (No)



## NW 79th Street Corridor Community Redevelopment Agency

**Date:** March 31, 2026  
**To:** Board Members of NW 79th Street Community Redevelopment Agency  
**From:** Khass Oupelle, Executive Director   
**Subject:** Second Renewal of Contract – Economic Development Coordinator Services (MHCP COLAB LLC)

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### **Recommendation**

It is recommended that the Board of Commissioners of the Northwest 79th Street Corridor Community Redevelopment Agency authorize the Executive Director or Executive Director's designee to exercise the second renewal option of Contract No. EVN0002830 with MHCP COLAB LLC for Economic Development Coordinator Services in an amount not to exceed \$190,000.00 for a one-year term effective March 31, 2026, and approve the updated work plan attached hereto.

### **Fiscal Impact**

Funding for this contract renewal is included in the Agency's adopted budget under Professional Services. The renewal is for an amount not to exceed \$190,000.00 for one year and is subject to available funding and annual budget approval.

### **Delegation of Authority**

Upon approval of this item, the Executive Director or Executive Director's designee is authorized to execute the contract amendment, implement the renewal option, and take all actions necessary to carry out the terms of the agreement.

### **Background**

On March 28, 2024, the Agency entered into Contract No. EVN0002830 with MHCP COLAB LLC to provide Economic Development Coordinator Services for the Northwest 79th Street Corridor Community Redevelopment Agency. The contract included renewal options subject to Board approval.

The Board previously approved the first renewal, and the consultant has continued to provide services in support of redevelopment coordination, economic development initiatives, and implementation of CRA projects.

The contract allows the Agency to exercise a second and final renewal option for an additional one-year term. Staff recommends exercising this renewal option effective March 31, 2026, in order to maintain continuity of services.

As part of this renewal, the Agency is updating the consultant's work plan to place greater emphasis on economic development consulting, redevelopment implementation support, investment attraction, and financial analysis related to CRA initiatives. The attached work plan outlines services including redevelopment project coordination, development proposal review,



## NW 79th Street Corridor Community Redevelopment Agency

economic development strategy support, preparation of marketing and investment materials, and economic monitoring for the redevelopment area.

Continuation of these services is necessary to support implementation of redevelopment projects, strengthen economic activity within the corridor, and assist the Agency in advancing its redevelopment goals for Fiscal Year 2025-2026.

### **Attachment**

- Executed Contract No. EVN0002830
- Work Plan – Economic Development Consulting Services



# NW 79th Street Corridor Community Redevelopment Agency

## Work Plan – Economic Development Consulting Services

### **Fiscal Year 2026–2027**

The following work plan outlines the consulting services to be provided to the Northwest 79th Street Corridor Community Redevelopment Agency during the renewal term. Services will focus on redevelopment implementation, economic development strategy, financial analysis, and investment attraction within the CRA district.

### **Priority 1 – Redevelopment and Capital Project Implementation**

- Assisting with design coordination with architects, planners, engineers, and other design professionals
- Supporting the preparation of conceptual renderings, site studies, and visualization materials
- Coordinating meetings with project stakeholders, property owners, and institutional partners
- Assisting with project scoping and concept development for CRA capital improvement initiatives
- Supporting coordination between the CRA and public agencies involved in project implementation
- Assisting the CRA in advancing projects from concept through implementation phases

### **Priority 2 – Development Proposal Review and TIF Financial Analysis**

- Reviewing applications for infrastructure grants, redevelopment incentives, or other CRA financial assistance programs
- Evaluating development proposals seeking Tax Increment Financing (TIF) participation or other public investment
- Conducting project-specific financial analysis on an as-needed basis
- Preparing Tax Increment Financing (TIF) projections associated with proposed redevelopment projects
- Evaluating potential return on investment and economic impact associated with CRA participation
- Providing advisory recommendations to CRA staff regarding redevelopment proposals

### **Priority 3 – Economic Development and Business Growth**

- Assisting with the development and refinement of economic development strategies
- Supporting business attraction, retention, and expansion initiatives
- Identifying opportunities to strengthen the local business environment
- Providing advisory support on CRA business incentive and grant programs
- Supporting outreach efforts to property owners, businesses, developers, and investors



## **NW 79th Street Corridor Community Redevelopment Agency**

### **Priority 4 – Investment Attraction and Redevelopment Area Promotion**

- Assisting the CRA in developing materials to promote the redevelopment area to prospective businesses, developers, and investors
- Preparing marketing and informational materials highlighting redevelopment opportunities within the CRA district
- Supporting the creation of investment packages, redevelopment summaries, and corridor profiles
- Assisting with maps, graphics, presentations, and visual materials used to advertise redevelopment opportunities
- Supporting efforts to position the CRA district as a target area for private investment and economic growth
- Assisting with preparation of materials for conferences, meetings, and economic development outreach
- Supporting branding or messaging related to redevelopment initiatives when needed

### **Priority 5 – Economic Monitoring and Financial Forecasting**

- Preparing quarterly economic snapshots summarizing development activity, economic conditions, and market trends within the CRA district
- Tracking redevelopment activity and investment trends within the CRA area
- Preparing five-year property tax increment projections incorporating redevelopment scenarios, anticipated construction timelines, and projected assessed value growth
- Assisting the CRA in evaluating long-term fiscal impacts associated with redevelopment initiatives

### **Priority 6 – Strategic Partnerships and Initiative Development**

- Facilitating coordination with economic development partners, institutions, and community stakeholders
- Assisting with workshops, planning sessions, and strategic initiatives
- Supporting collaboration with organizations that may contribute to redevelopment or economic growth

**NW 79TH STREET CORRIDOR COMMUNITY DEVELOPMENT AGENCY ECONOMIC DEVELOPMENT COORDINATOR SERVICES  
CONTRACT NO: EVN0002830**

MHCP COLAB LLC

**THIS AGREEMENT** for the provision of coordination services, made and entered into as of this day 28th of March, 2024 by and between **MHCP COLAB**, a corporation organized and existing under the laws of the State of Florida, having its principal office at 5701 Biscayne Boulevard, Suite CS1, Miami Florida, 33137 hereinafter referred to as the "Contractor", and the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "Agency") (collectively, the Parties).

WITNESSETH:

WHEREAS, the Contractor has offered to provide economic redevelopment coordination services on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County Request for Proposal (RFP) No. EVN0002830, and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated December 19, 2023 (the "Contractor Proposal") which is incorporated herein by reference; and

WHEREAS the County desires to procure from the Contractor such services for the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency (CRA), in accordance with the terms and conditions of this Agreement; and

WHEREAS the Agency was created by the Miami-Dade County Board of County Commissioners in 20011 and serves the NW 79th Street Corridor of unincorporated Miami-Dade County (hereinafter referred to as the "Area");

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

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Agency" or "CRA" to mean the 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: "Common Carrier or Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- d) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work (Attachment 1), all other appendices and attachments hereto, all amendments issued hereto, RFP EVN0002830, which is attached hereto and incorporated by reference as Attachment 5, and all associated addenda, and the Contractor's Proposal.
- e) The words "Contract Date" to mean the date on which this Agreement is effective.
- f) The words "Contract Manager" to mean the Agency's Executive Director, or the duly authorized representative designated to manage the Contract.
- g) The word "Contractor" to mean to mean the Proposer that receives any award of a contract from the Agency as a result of this Solicitation and its permitted successors and assigns.
- h) The word "Contractor Budget" shall mean the documents attached hereto as Attachment 2, which details the allowable direct and indirect/administrative costs that will be funded under this Agreement.
- i) The word "County" to mean Miami-Dade County

- j) The word "Days" to mean Calendar days.
- k) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Agency's Project Manager for review and approval pursuant to the terms of this Agreement.
- l) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Agency's Project Manager; and similarly the words "approve d", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Agency's Project Manager.
- m) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the Agency.
- n) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specific period with both sharing profits and losses.
- o) The words "Project Manager" to mean the Agency's Executive Director or the duly authorized representative designated to manage the Project.
- p) The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- q) The words "Service" or "Services" to mean the provision of economic redevelopment coordination services in accordance with the Scope of Services.
- r) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- s) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

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

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows:

- 1) these terms and conditions, Articles 1 through 49;
- 2) the Scope of Work (Appendix A);
- 3) Appendix B, Price Schedule;
- 4) Miami-Dade County's RFP No. EVN0002830 and any associated addenda and attachments thereof;
- 5) the Contractor's Proposal.

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

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

**ARTICLE 4. NATURE OF THE AGREEMENT**

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Work and render full and prompt cooperation with the Agency in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Agency's Project Manager.
- e) The Contractor acknowledges that the Agency shall be responsible for making all policy decisions regarding the Scope of Work. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Agency. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Agency with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

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

**ARTICLE 6. NOTICE REQUIREMENTS**

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

**a) To the Agency:**

To the Contract Manager:

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment  
Agency c/o Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Vivian Cao, Asst. Dir.  
Phone: (305) 375-5143 Fax:(305) 375-1569  
E-mail: [vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)

**With copies to:**

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment  
Agency c/o Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Chimene Y. Graham  
Phone: (305) 375-5143 Fax:(305) 375-1569  
E-mail: [chimene.graham@miamidade.gov](mailto:chimene.graham@miamidade.gov)

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

**b) To the Contractor:**

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

Attention: Matthew Hege  
Address: 5701 Biscayne Boulevard, Suite CS1  
Miami FL 33137  
Telephone: 305-801-4729  
E-mail: [info@mhpcpolab.com](mailto:info@mhpcpolab.com)

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

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

The Contractor warrants that it has reviewed the Agency's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the

Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B, Price Schedule.

Notwithstanding the foregoing Appendix B, Price Schedule, the parties acknowledge that the Agency will encumber funding of FY 2023 - 2024 tax increment financing funds for this Contract, subject to the approval of the Agency and the Miami- Dade Board of County Commissioners' approval of the Agency's FY 2023 – 2024 budget. The Agency shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Agency and the Contractor.

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

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

#### **ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Agency at any time during the Contract term, including any renewal or extension thereof.

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

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Agency periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B, Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Agency, shall show the Agency's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of the Agency that payment for all purchases by the Contractor shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Agency shall be forty-five (45) days from receipt of a proper invoice.

The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the Agency, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Agency, not later than sixty (60) days after the date on which the proper invoice was received by the Agency.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Agency as follows: N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency, 111 NW 1<sup>st</sup> Street, Suite 2210, Miami, Florida 33128, Attention: Vivian Cao or Chimene Y. Graham

The Agency may at any time designate a different address and/or contact person by giving written notice to the other party.

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

The Contractor shall indemnify, defend and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals or Subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or

its officers, employees, agents, and instrumentalities as herein provided.

Upon the Agency's notification, the Contractor shall furnish to the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency c/o Miami-Dade County, 111 NW 1<sup>st</sup> Street, Suite 2210, Miami, Florida 33128, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Products/completed operations. **The Agency must be included as an additional Insured.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$100,000,000 combined single limit.
- D. Professional Liability \$1,000,000 each occurrence \$2,000,000 aggregate covering claims arising out of the rendering or failure to render professional services or products.

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. or its equivalent, subject to the approval of the County Risk Management Division.

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

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

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

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

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

Contractor shall be responsible for all direct and indirect costs associated with such termination.

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

- a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Agency in accordance with the terms and conditions of this Agreement. The Agency shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Agency, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.
- b) The Contractor agrees to defend, hold harmless and indemnify the Agency and shall be liable and responsible for any and all claims, suits, actions, damages and costs (including attorney's fees and court costs) made against the Agency, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Agency. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.
- c) The Contractor agrees that at all times it will employ, maintain and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Agency, should the Agency make a determination, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.
- d) The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner. Contractor agrees that the services under this Agreement shall be performed in conformance with the standards of care and quality adopted or accepted by professional organizations of similar applications.
- e) The Contractor shall at all times cooperate with the Agency and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services. Contractor shall be fully responsible for coordinating all the services required under this Agreement to ensure that the services required are performed in an efficient, timely and economical manner.
- f) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the Agency. The Contractor shall supply competent employees.

The Agency may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Agency or Agency property is not in the best interest of the Agency. Each employee shall have and wear proper identification.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Agency. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Agency shall be that of an independent contractor and not as employees and agents of the Agency.

The Contractor is providing economic development and coordination services in an advisory basis and does not have the authority to manage the employees, funds or budgets of the Agency. The Contractor does not have the power or authority to bind the Agency in any promise, agreement, or representation other than specifically provided for in this Agreement.

**ARTICLE 14. DISPUTE RESOLUTION PROCEDURE**

- a) The Contractor hereby acknowledges that the Agency's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Work; and claims for damages, compensation and losses.
- b) The Contractor shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order, unless the Contractor and Project Manager disagree as to such order and initiate a dispute in accordance with Article 14.c. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- d) In the event of such dispute, the Project Manager and Contractor shall submit their claim to non-binding arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, notwithstanding.

The demand for arbitration may not be made after the date when institution of legal or equitable proceedings to resolve the Dispute would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be non-binding.

- e) Should the Parties fail to resolve a dispute after exhausting the provisions of Article. 14 d) herein, Contractor and Agency shall resolve the dispute in a court of competent jurisdiction.

**ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.
- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the Agency may, at its expense, elect to participate in the defense if the Agency should so choose. Furthermore, the Agency may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

**ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Work. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

**ARTICLE 17. AUDITS**

The Agency, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers and records and of its subcontractors and suppliers which apply to all matters of the Agency. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade Agency Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

**ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Agency in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**ARTICLE 19. CONSENT OF THE AGENCY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Agency.

**ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the Agency the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Agency may require. The Agency will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Agency.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the Agency, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Agency that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Agency that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The Agency shall have the right to withdraw its consent to a subcontract if it appears to the Agency that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the Agency's and

Agency's proprietary and confidential information. Contractor shall furnish to the Agency copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Agency in the event the Agency finds the Contractor in breach of this Contract, permitting the Agency to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the Agency to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Agency to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 21. ASSUMPTION. PARAMETERS. PROJECTIONS. ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates and explanations presented by the Agency were provided to the Contractor for evaluation purposes only. However, since these assumptions, parameters, projections, estimates and explanations represent predictions of future events the Agency makes no representations or guarantees; and the Agency shall not be responsible for the accuracy of the assumptions presented; and the Agency shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor.

The Contractor accepts all risk associated with using this information.

#### **ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The Agency may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
- b) The Agency may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Agency through fraud, misrepresentation or material misstatement may be debarred from Agency contracting for up to five (5) years in accordance with the Agency debarment procedures. The Contractor may be subject to debarment for failure to perform.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Agency may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the Agency exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Agency:
  - i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the Agency's materials and property;
  - iii. cancel orders;
  - iv. assign to the Agency and deliver to any location designated by the Agency any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the Agency under this Agreement; and
  - vi. reimburse the Agency a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.

- f) In the event that the Agency exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event In the event the Contractor fails to cure an Event of Default timely, the Agency may terminate this Agreement, and the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

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

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the Agency where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
  - viii. the Contractor has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and Article 31 of this Agreement.
- b) When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Agency may request that the Contractor, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

**ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the Agency, the Agency may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately or this Agreement with the Agency may be terminated. Notwithstanding, the Agency may, in its sole discretion, allow the Contractor to rectify the default to the Agency's reasonable satisfaction within a thirty (30) day period. The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Agency prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

**ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the Agency elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all direct damages resulting from the default, including but not limited to:

- a) lost revenues to the extent the Contractor would otherwise be liable under applicable law as adjudicated by a court of competent jurisdiction;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually and reasonably expended by the Agency for re-procurement of Services, including procurement and administrative costs; and such other direct damages
- c) The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Agency may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the Agency for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Agency's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Agency and defend any action brought against the Agency with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the Agency hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Agency's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Agency, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the Agency whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from

providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Agency may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Agency's judgment, use thereof would delay the Work or be unlawful.

#### **ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Agency in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Agency holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Agency, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Agency, unless required by law. In addition to the foregoing, all Agency employee information and Agency financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Agency. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Agency, and their officers and employees from the breach of any federal, state or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Agency in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Agency shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Agency, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Agency all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors or suppliers without the prior written consent of the Agency. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

#### **ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade Agency is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Agency's possession may constitute or contain information or materials which the Agency has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Agency has developed at its own expense, the disclosure of which could harm the Agency's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Agency's property, any computer programs, data compilations, or other software which the Agency has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Agency (hereinafter "Computer Software").

All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Agency and, if the Computer Software has been leased or purchased by the Agency, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and

all information technology software.

The Contractor will report to the Agency any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure or removal from the Agency's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure or removal.

### **ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the Agency retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Agency to the Contractor hereunder or furnished by the Contractor to the Agency and/or created by the Contractor for delivery to the Agency, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the Agency, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Agency's copyrights or other proprietary rights. Notwithstanding the preceding, the rights, title and interests in all materials, data, documentation and copies thereof developed under this Agreement using knowledge, methods, or technology that are either trade secret, proprietary or owned by the Contractor shall remain with the Contractor.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Agency, hereinafter referred to as "Developed Works" shall become the property of the Agency.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works.

The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the Agency, except as required for the Contractor's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Work. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Agency so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the Agency or entities controlling, controlled by, under common control with, or affiliated with the Agency, or organizations which may hereafter be formed by or become affiliated with the Agency.

Such license specifically includes, but is not limited to, the right of the Agency to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the Agency for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Agency or entities controlling, controlled by, under common control with, or affiliated with the Agency, or organizations which may hereafter be formed by or become affiliated with the Agency. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

### **ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

- a) Supplier/Vendor Registration

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

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

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

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

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

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

Pursuant to Miami-Dade County Administrative Order No. 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the Agency deems it appropriate to do so. Upon written notice from the Agency, the Contractor shall make available to the IPSIG retained by the Agency, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Agency shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the Agency, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the Agency to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the Agency by the Contractor or any third party.

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

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the Agency from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory

services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade Agency Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

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

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) 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.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) 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).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

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

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act

of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Agency to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or the Agency or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the Agency, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the Agency with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Agency's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the Agency's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

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

Under no circumstances shall the Contractor without the express written consent of the Agency:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Agency, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Agency. Such approval may be withheld if for any reason the Agency believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be

performed hereunder except upon prior written approval and instruction of the Agency; and

- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Agency.

#### **ARTICLE 37. BANKRUPTCY**

The Agency reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Agency, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

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

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

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

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

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

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

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

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

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

Pursuant to Section 2-2113 of the Code, for all contracts for goods and services, the Contractor, prior to hiring to fill each vacancy arising under a County contract shall (1) first notify Career Source South Florida ("CSSF"), the designated Referral Agency, of the vacancy and list the vacancy with CSSF according to the Code, and (2) make good faith efforts as determined by the Agency to fill a minimum of fifty percent (50%) of its employment needs under the Agency contract through the CSSF. If no suitable candidates can be employed after a Referral Period of three to five days, the Contractor is free to fill its vacancies from other sources. Contractor will be required to provide quarterly reports to the CSSF indicating the name and number of employees hired in the previous quarter, or why referred candidates were rejected. Sanctions for non-compliance shall include, but not be limited to: (i)

suspension of Contract until Contractor performs obligations, if appropriate; (ii) default and/or termination; and (iii) payment of \$1,500/employee, or the value of the wages that would have been earned given the noncompliance, whichever is less. Registration procedures and additional information regarding the First Source Hiring Referral Program are available at <https://iapps.careersourcesfl.com/firstsource/>.

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

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

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

**N.W. 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY C/O MIAMIDADE COUNTY  
111 N.W. 1ST STREET, 22ND FLOOR  
MIAMI, FLORIDA 33128**

**ATTENTION: VIVIAN CAO**  
Email: [vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)

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

(Use if applicable and include the Business Associate Agreement)

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

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

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

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

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

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

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

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

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

#### **ARTICLE 46. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER (Use if applicable or delete if not applicable to the Work/Services)**

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

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

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the Agency, without opportunity to cure, and exclusive

of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall

be effective on the termination date stated in the written notice provided by the Agency and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the Agency debarment procedures.

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

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

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

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

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

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

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

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

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

provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, Samsung Wallet.

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

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

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

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

#### **Option #1:**

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

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

#### **Option #2:**

Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the vendor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the vendor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires

only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; Secure Sockets Layer protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the vendor application. This solution will not require the client application to be hosted in Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.

**ARTICLE 49. SURVIVAL**

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

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

**IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,**

**Contractor**

**N.W. 79<sup>th</sup> Street Corridor Community  
Development Agency (CRA)**

By: *Melissa Hege*

Name: Melissa Hege

Title: Principal and Owner

Date: 02.12.2024

Attest: *Pamela Garel*  
Corporate Secretary/Notary Public  
*PAMELA GAREL*

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

Name: Vivian Cao

Title: Executive Director

Date: March 28, 2024

Attest: *Chimene Graham*

Corporate Seal/Notary Seal



Approved as to form  
and legal sufficiency

*Terrence A. Smith*

Terrence A. Smith

Assistant County Attorney

## APPENDIX A

### SCOPE OF SERVICES

#### 1. Background

Miami-Dade County, hereinafter referred to as the County, as represented by the NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency hereinafter referred to as the CRA or Agency, and the Office of Management and Budget, hereinafter referred to as OMB is contracting with a consultant to provide redevelopment coordinating services in connection with the implementation of the CRA's Redevelopment Plan to include, in varying degrees, many facets of the CRA/Agency's goals including, providing business and economic assistance and the removal of slum and blight. The contractor shall serve as the "Economic Development Coordinator" and oversee and guide the CRA's economic development plans.

In order to eliminate and prevent the spread of blighted conditions and stimulate and support the redevelopment of the NW 79th Street corridor, the NW 79th Street Corridor Community Redevelopment Agency (CRA or Agency) was created and its Board of Commissioners (Board) appointed by the Miami- Dade County (County) Board of County Commissioners (BCC), pursuant to Chapter 163, Part III, Florida Statutes and Ordinance No.11-52, as amended, on July 19, 2011. The Board also approved the Agency's Redevelopment Plan (Plan) on July 9, 2011. In addition to the Plan, the CRA has also developed an Action Plan, in which supporting the opportunities for residents, growth and expansion and creation of new small and medium sized businesses and redevelopment of key parcels of land in the Redevelopment Area are critical priorities.

Over the years, the Board adopted the following:

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

Supplementary background information about the NW 79th Street Agency Redevelopment Plan can be found at: <https://www.miamidade.gov/global/government/boards/northwest-79th-street-cra.page>

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

## APPENDIX A

### SCOPE OF SERVICES

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

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

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

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

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

The CRA's Board has developed an action plan (2019), which this RFP seeks to update as the market conditions have changed, in which actionable strategic goals were identified. They were:

- a) Support small business development and improve access to capital for local businesses;
- b) Support vacant lot development within the district;
- c) Support infrastructure development within the district; and
- d) Support mixed-use development throughout the district;
- e) Organize and activate major commercial corridors within the CRA district;
- f) Create a comprehensive marketing strategy for the CRA district;
- g) Support international trade and logistics initiatives that support business development and job creation;
- h) Increase the availability of quality, affordable housing in the district;
- i) Pursue the creation of a Business Improvement District (BID) for the Corridor;
- j) Commission a comprehensive re-development plan for the Poinciana Industrial Park

Additional information about the CRA, including the Redevelopment Plan (2010) and an Market and Strategic Planning Study (2014), can be obtained online: <https://www.miamidade.gov/redevelopment/nw-79th-street-corridor.asp>

## APPENDIX A

### SCOPE OF SERVICES

#### 2. Objectives

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

Businesses in the Area face a challenge in that public perception of the Area is either limited, misunderstood, or uninformed. The many businesses and the level of business activity in the NW 79th Street Corridor isn't well known therefore; some members of the public incorrectly perceive the neighborhood to be a high crime area.

#### 3. Tasks / Scope of Work

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

- Review and update CRA Action Plan within 120 days following engagement;
- Provide recommendations to the consultant retained to update the CRA Redevelopment Plan;
- schedule and facilitate a board retreat/strategic planning session; and
- initiate plans to identify possible properties available for re-development opportunities.

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

1. Economic Development Planning:
  - Conduct research and analysis to identify economic development opportunities and challenges within the community. This includes analyzing current economic conditions, infrastructure deficiencies, blight or deteriorating properties, unemployment rates and social issues affecting the Area.
  - Collaborate with stakeholders to develop short-, mid- and long-term economic development plans aligned with the agency's goals and objectives.
2. Business Engagement, Attraction and Retention:
  - Identify and target industries and businesses (both within the Area and businesses desirous of relocating into the Area) which align with the community's economic development objectives.
  - Develop strategies and initiatives to attract new businesses, including site selection assistance and incentive programs.
  - Implement programs to support the growth and retention of existing businesses, including business assistance and expansion programs.
  - Update economic data on CRA webpage, written materials and create a digital business directory.
3. Grant/Funding Assistance and Procurement:
  - Research and identify grant/cost-neutral opportunities and funding sources for training or economic development projects and initiatives.
  - Draft, recommend and/or implement competitive or non-competitive solicitations, as requested by the CRA/administration;
  - Participate, if requested, as a panelist for competitive solicitations, grant awards, etc.;
  - Identify and secure sources of income other than tax increment revenues;

## APPENDIX A

### SCOPE OF SERVICES

4. Workforce Development:
  - Collaborate with entities regarding workforce development; facilitate partnerships; and coordinate initiatives to support workforce development within the CRA.
5. Real Estate Development:
  - Identify underutilized or blighted properties suitable for redevelopment and work with property owners, developers, and investors to stimulate revitalization.
  - Coordinate with State/County planning and zoning officials to streamline the development process and ensure compliance with local regulations.
  - Facilitate public-private partnerships and negotiate development agreements to attract investment and foster sustainable growth.
6. Small Business Support:
  - Provide assistance to small businesses within the CRA, start-ups, and entrepreneurs, including business plan development, access to capital, and technical assistance.
  - Organize workshops, training sessions, and networking events to enhance the skills and knowledge of local entrepreneurs.
  - Foster a supportive business eco-system by facilitating connections between small businesses, mentors, and industry experts.
7. Data Analysis and Reporting:
  - Collect and analyze economic data, market trends, and industry benchmarks to inform economic development strategies and decision-making.
  - Prepare regular reports and presentations to communicate progress, achievements, and challenges to the Board, agency staff, stakeholders, and community members.
  - Submit monthly activity reports and other documents with invoice package;
8. Collaboration and Stakeholder Engagement:
  - Foster relationships and collaborations with key stakeholders, including local government officials, business organizations, chambers of commerce, and community groups.
  - Coordinate, initiate and participate in all CRA meetings, community workshops, and task forces related to economic development and community revitalization.
  - Seek input from community members, businesses, and organizations to find compatible alignments.
9. Monitoring and Evaluation:
  - Establish performance indicators and benchmarks to measure the effectiveness of economic development initiatives.
  - Monitor and evaluate the outcomes and impacts of projects and programs and make recommendations for improvements.
  - Conduct regular reviews of economic development strategies and adjust approaches as needed based on evaluation findings.
  - Represent the agency at trade shows, conferences, and other events.

It is anticipated that during the initial 90-day period the Contractor shall require approximately 40 hours per week. Thereafter, it is anticipated that the Contractor shall require approximately 20 hours per week. The CRA does not have a physical location where Contractor is expected to work. Therefore, the hours referenced apply to a combination of hours spent attending CRA meetings (“on- site”) and hours spent away from the CRA (off-site) conducting business on behalf of the CRA.

## APPENDIX A

### SCOPE OF SERVICES

The Redevelopment Plan identified six priority areas of concentration. The six areas were:

- (1) infill and replacement housing;
- (2) grant and financing programs;
- (3) economic development;
- (4) land acquisition;
- (5) infrastructure and neighborhood improvements; and
- (6) planning and land use regulation.

The Contractor's action plan shall outline the immediate actions necessary to implement the strategic vision. Both components will be based upon quantitative evidence from past and current market research data and focused analytical studies by the economic development coordinator, as well as qualitative data gathered from community outreach efforts, SWOT analysis, focus groups, meetings and case studies.

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

#### **4. Reporting**

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

**APPENDIX A**

**SCOPE OF SERVICES**

**RFP EVN0002830 – NW 79<sup>th</sup> Street CRA – Economic Development Services**

**DELIVERABLES**

<b>Task</b>	<b>Timeline</b>	<b>2024 Goals</b> <i>(Mar 2024 – Sept 2024)</i>	<b>2024 Outcome</b>	<b>2025 Goals</b> <i>(Oct 2024 – Feb 2025)</i>	<b>2025 Outcome</b>
A. Evaluate existing conditions/ SWOT analysis	<b>Mar – June 2024</b>				
B. Inventory vacant land/parcels which may be available for redevelopment	<b>Mar – June 2024</b>				
C. Provide communications strategy for stakeholder engagement	<b>Mar – June 2024</b>				
D. Launch Public input community engagement tool's online multi-language dashboard as part of on-going community outreach effort	<b>Mar – June 2024</b>				
E. Schedule and facilitate Board retreat/strategic planning session(s)	<b>June – July 2024</b>				
F. Issue strategic vision developed from the board retreat	<b>Aug – Sept 2024</b>				
G. Review and update the CRA's Action Plan	<b>Sept - Oct 2024</b>				
H. Develop business outreach plan	<b>Sept - Oct 2024</b>				
I. Provide recommendations to the redevelopment plan consultant/firm	<b>Mar 2024 – Feb 2025</b>				
J. Engage in regular interaction with businesses along the corridor and those desirous of relocating; provide monthly activity reports and other documents as needed	<b>Mar 2024 – Feb 2025</b>				
K. Collaborate, as needed, with other CRAs (NW 7 <sup>th</sup> Avenue/North Miami) and CRA consultants for execution of mutual goals	<b>Mar 2024 – Feb 2025</b>				
L. Facilitate Inter-governmental (Miami-Dade County/State) matters and relations, as needed	<b>Mar 2024 – Feb 2025</b>				

**APPENDIX B**  
**PRICE SCHEDULE**

**Price**

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

<b>Total Price for the Initial One-Year Term of the Contract</b>
<b>\$ 190,000.00</b>

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

<b>Total Prices for Years 2 through Five (dependent upon OR subject to the renewal of the contract and funding)</b>	
for Year 2	<b>\$ <u>190,000</u></b>
for Year 3	<b>\$ <u>190,000</u></b>
for Year 4	<b>\$ <u>190,000</u></b>
for Year 5	<b>\$ <u>190,000</u></b>

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

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

<b>Classification</b>	<b>Not to Exceed Hourly Rate</b>
<b>Value Capture Expert, Executive, WSP</b>	<b>\$347</b>
<b>Principal MHCP COLAB</b>	<b>\$250</b>
<b>Lead Economist, WSP</b>	<b>\$230</b>
<b>Local Expert, WSP</b>	<b>\$210</b>
<b>Director, MHCP COLAB</b>	<b>\$205</b>
<b>Advisor, LGCG</b>	<b>\$175</b>
<b>Senior Planner/Analyst, WSP</b>	<b>\$130</b>
<b>Planner</b>	<b>\$ 80</b>
<b>Clerical</b>	<b>\$ 60</b>

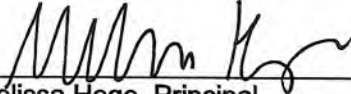
**Notes:**

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

**APPENDIX A**

**SCOPE OF SERVICES**

M. Attend CRA Board and staff meetings (in-person/virtual/telephone) and workshops and other relevant meetings, as requested	<b>Mar 2024 – Feb 2025</b>				
N. Provide the CRA with independent analysis, updates, reviews and/or coordination, as requested	<b>Mar 2024 – Feb 2025</b>				

  
\_\_\_\_\_  
Melissa Hege, Principal  
MHPC COLAB, LLC

02.12.2024  
Date

### ATTACHMENT 1 NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY MAP





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

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

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

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: **Melissa Hege**

Title of Contractor's Authorized Representative: **Principal and Owner**

Signature of Contractor's Authorized Representative:

Date: **04.05.2024**

**RESOLUTION NO. CRA-08-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXERCISE THE SECOND RENEWAL OPTION OF CONTRACT NO. EVN0002831, GRANTS ADMINISTRATOR SERVICES FOR N.W. 79<sup>TH</sup> STREET COMMUNITY CORRIDOR COMMUNITY REDEVELOPMENT AGENCY WITH NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. (NANA) IN AN AMOUNT NOT TO EXCEED \$183,750.00 FOR A ONE-YEAR TERM WITH AN EFFECTIVE DATE OF MARCH 31, 2026; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AMENDMENT TO THE CONTRACT TO ACCOMPLISH THE PURPOSE SET FORTH HEREIN; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AMENDMENT TO THE CONTRACT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”) and Neighbors and Neighbors Association, Inc. (“NANA”) entered into that certain Contract No. EVN0002831 to provide grants administrator services, which Contract was previously renewed for a one (1) year term; and

**WHEREAS**, the Board of Commissioners of the CRA desires to authorize the Executive Director or Executive Director’s designee to exercise the second renewal option of Contract No. EVN0002831, Grants Administrator Services for N.W. 79<sup>th</sup> Street Community Corridor Community Redevelopment Agency with NANA in an amount not to exceed One Hundred Eighty Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$183,750.00) for a one-year term with an effective date of March 31, 2026.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:**

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

**Section 2. Authority of Executor Director.** The Executive Director or Executive Director’s designee is hereby authorized to exercise the second renewal option of Contract No. EVN0002831, Grants Administrator Services for N.W. 79<sup>th</sup> Street Community Corridor Community Redevelopment Agency with NANA in an amount not to exceed One Hundred Eighty Three Thousand Seven Hundred Fifty and 00/100 Dollars (\$183,750.00) for a one-year term with an effective date of March 31, 2026.

**Section 3. Execution of Amendment to Contract.** The Executive Director is hereby authorized to execute and deliver an amendment to the Contract to accomplish the purpose set forth herein, which amendment is subject to the review and approval of the CRA Attorney.

**Section 4. Implementation of Amendment to Contract.** The Executive Director or the Executive Director’s designee is hereby authorized to take all action necessary to implement the terms of the Amendment to Contract, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

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

PASSED and ADOPTED this 31<sup>st</sup> day of March, 2026.

\_\_\_\_\_  
Rhenie Dalger  
Chair

ATTEST:

\_\_\_\_\_  
Tanisha “Wakumi” Douglas, MSW  
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Steven W. Zelkowitz, P.A.  
CRA Attorney

SPONSORED BY: ADMINISTRATION

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

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

Vote:

Chair Rhenie Dalger	_____ (Yes)	_____ (No)
Vice Chair Gilbert St. Jean, Phd	_____ (Yes)	_____ (No)
Board Member Tanisha “Wakumi” Douglas, MSW	_____ (Yes)	_____ (No)
Board Member Sandy Lila, MPA	_____ (Yes)	_____ (No)
Board Member Nadege Vilsaint, RCSWI, MSW	_____ (Yes)	_____ (No)



## NW 79th Street Corridor Community Redevelopment Agency

**Date:** March 31, 2026  
**To:** Board Members of NW 79th Street Community Redevelopment Agency  
**From:** Khas Oupelle, Executive Director  
**Subject:** Approval to Exercise Renewal Option with Neighbors and Neighbors Association, Inc. for Grants Administration Services for Fiscal Year 2026–2027

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### **Recommendation**

It is recommended that the Board of Commissioners approve the exercise of the next renewal option under the existing agreement with Neighbors and Neighbors Association, Inc. (NANA) for grants administration and program coordination services for Fiscal Year 2026–2027, subject to available funding, and approve the Scope of Work attached hereto as Attachment A.

### **Fiscal Impact**

Funding for this contract renewal is included in the Agency's adopted budget under Professional Services. The renewal is for an amount not to exceed \$183,750.00 for one year and is subject to available funding and annual budget approval.

### **Delegation of Authority**

Upon approval of this item, the Executive Director or Executive Director's designee is authorized to execute the contract amendment, implement the renewal option, and take all actions necessary to carry out the terms of the agreement.

### **Background**

On May 1, 2024, the Agency entered into an agreement with Neighbors and Neighbors Association, Inc. for the provision of grants administration and program coordination services in support of the Agency's redevelopment, rehabilitation, and incentive programs. The agreement was awarded pursuant to Miami-Dade County Contract No. EVN00002831 and provides for an initial one-year term with additional one-year renewal options, subject to annual funding and approval by the Board.

Neighbors and Neighbors Association, Inc. provides administrative support for the Agency's grant and redevelopment programs, including application intake, documentation processing, project monitoring, reimbursement coordination, and general program management services necessary for the implementation of CRA initiatives.

The contract allows the Agency, at its sole discretion, to renew the agreement for additional one-year terms, provided funding is available and the contractor's performance remains satisfactory.

### **Attachment**

- Attachment A – Scope of Work FY 2026–2027
- Attachment B - Executed Contract No. EVN0002830



# NW 79th Street Corridor Community Redevelopment Agency

## Scope of Work – Grants Administration Services

### Fiscal Year 2026–2027

Neighbors and Neighbors Association, Inc. (“Contractor”) shall provide grants administration and program coordination services in support of the Northwest 79th Street Corridor Community Redevelopment Agency (“CRA”). The Contractor shall assist CRA staff with the implementation of redevelopment, rehabilitation, and incentive programs approved by the CRA Board, as directed by the Executive Director. All policies, program guidelines, and funding decisions shall remain under the authority of the CRA Board and staff. Services shall include, but are not limited to, the following:

#### A. Grant Program Administration

- Administer CRA grant and incentive programs in accordance with approved policies and guidelines
- Manage the full grant lifecycle, including application intake, review coordination, award processing, monitoring, and close-out
- Maintain records, tracking logs, and databases for all applications, awards, and active projects
- Prepare periodic reports on program activity, status, and performance
- Ensure all documentation complies with CRA and County requirements

#### B. Application Assistance and Intake

- Provide guidance to applicants regarding eligibility, requirements, and application procedures
- Assist applicants with preparation and submission of required documentation
- Review applications for completeness prior to staff evaluation
- Coordinate submission of applications for staff and Board review
- Support outreach efforts related to CRA grant programs when requested

#### C. Evaluation Support and Award Processing

- Assist staff with application review, scoring, and preparation of evaluation summaries
- Prepare grant award documents, agreements, and required forms
- Coordinate execution of agreements with grant recipients
- Assist with vendor registration, payment documentation, and reimbursement processing
- Support preparation of agenda items related to grant approvals

#### D. Compliance, Monitoring, and Reporting

- Monitor grantee compliance with program guidelines and funding requirements
- Conduct site visits to verify project progress and completion
- Review invoices, receipts, and supporting documentation for reimbursement
- Maintain files required for audit, reporting, and County review
- Report project status, issues, or delays to CRA staff



## **NW 79th Street Corridor Community Redevelopment Agency**

### **E. Program Research and Development Support**

- Assist staff with research related to new grant, incentive, or redevelopment programs
- Provide information, data, and best practices from other agencies when requested
- Assist in preparing draft program materials for staff and Board consideration
- Support implementation of new programs after approval by the CRA
- Assist with development of forms, templates, and administrative procedures

### **F. Outreach, Workshops, and Stakeholder Coordination**

- Assist with workshops, informational sessions, or meetings related to CRA programs
- Provide program information to businesses, property owners, and residents
- Support coordination with consultants, contractors, and partner agencies
- Participate in meetings related to CRA programs when requested

### **G. Board and Meeting Support**

- Attend CRA Board meetings, workshops, or planning sessions when requested
- Provide reports or updates related to grant program activity
- Assist staff with preparation of materials related to grant administration

### **H. Additional Services**

- Perform other related grant administration or program support services as requested by the Executive Director, consistent with the intent of this agreement.

**NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**  
**GRANTS ADMINISTRATOR SERVICES**  
**CONTRACT NO: EVN00002831**  
Neighbors and Neighbors, Inc.

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**THIS AGREEMENT** for the provision of grants coordination services, made and entered into as of this day \_\_1st\_\_ of \_\_May\_\_\_\_\_, 2024 by and between Neighbors and Neighbors Association, Inc., a corporation organized and existing under the laws of the State of Florida, having its principal office at 5120 NW 24th Avenue, Miami, Florida 33142, hereinafter referred to as the "Contractor"), and the 79<sup>TH</sup> Street Corridor Community Redevelopment Agency, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "Agency") (collectively, the Parties).

WITNESSETH:

WHEREAS, the Contractor has offered to provide economic redevelopment coordinator services on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County Request for Proposal (RFP) No. EVN00002831, and all associated addenda and attachments, and the requirements of this Agreement; and

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

WHEREAS, the County desires to procure from the Contractor such services for the 79<sup>th</sup> Street Corridor Community Redevelopment Agency (CRA), in accordance with the terms and conditions of this Agreement; and

WHEREAS, the Agency was created by the Miami-Dade County Board of County Commissioners in 2009 and serves the 79<sup>th</sup> Street Corridor of unincorporated Miami-Dade County (hereinafter referred to as the "Area"); and

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

**ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- (a) The words "Agency" and "CRA" to mean the 79<sup>th</sup> Street Corridor Community Redevelopment Agency.
- (b) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- (c) The words: "Common Carrier or Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- (d) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work (Appendix A), all other appendices and attachments hereto, all amendments issued hereto, RFP EVN00002831, all associated addenda, and the Contractor's Proposal.
- (e) The words "Contract Date" to mean the date on which this Agreement is effective.
- (f) The words "Contract Manager" to mean the Agency's Executive Director, or the duly authorized representative designated to manage the Contract.
- (g) The word "Contractor" to mean to mean the Proposer that receives any award of a contract from the Agency as a result of this Solicitation and its permitted successors and assigns.
- (h) The word "County" to mean Miami-Dade County.
- (i) The word "Days" to mean Calendar days.
- (j) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Agency's Project Manager for review and approval pursuant to the terms of this Agreement.
- (k) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Agency's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Agency's Project Manager.
- (l) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the Agency.
- (m) The words "Foreign country of concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
- (n) The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specific period with both sharing profits and losses.
- (o) The words "Project Manager" to mean the Agency's Executive Director or the duly authorized representative designated to manage the Project.
- (p) The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- (q) The words "Service" or "Services" to mean the provision of Grant Coordination services in accordance with the Scope of Services.
- (r) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm, or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- (s) The words "Work", "Services" "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

**ARTICLE 2. ORDER OF PRECEDENCE**

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: 1) these terms and conditions, Articles 1 through 49; 2) the Scope of Work (Appendix A); 3) Appendix B, Price Schedule; 4) Miami-Dade County's RFP No. EVN00002831 and any associated addenda and attachments thereof, and; 5) the Contractor's Proposal.

**ARTICLE 3. RULES OF INTERPRETATION**

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

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

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered, or amended only by a written amendment duly executed by both parties hereto or their authorized representatives.
- b) The Contractor shall provide the services set forth in the Scope of Work and render full and prompt cooperation with the Agency in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carry out its intent are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described, and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished in the direction of and to the satisfaction of the Agency's Project Manager.
- e) The Contractor acknowledges that the Agency shall be responsible for making all policy decisions regarding the Scope of Work. The Contractor agrees to provide input on policy issues in the form of recommendations. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Agency. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Agency with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

#### **ARTICLE 5. CONTRACT TERM**

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

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

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

**(1) To the Agency:**

To the Contract Manager:

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency  
c/o Miami-Dade County Office of Management and Budget  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Vivian Cao, Asst. Director  
Phone: (305) 375-5143 Fax:(305) 375-1569  
E-mail: [vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)

**With copies to:**

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency  
c/o Miami-Dade County Office of Management and Budget  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Chimene Y. Graham  
Phone: (305) 375-5143 Fax:(305) 375-1569  
E-mail: [chimene.graham@miamidade.gov](mailto:chimene.graham@miamidade.gov)

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

**(2) To the Contractor:**

Neighbors and Neighbors Association, Inc.  
Attention: Alice Townsend-Owens  
Address: 5120 NW 24<sup>th</sup> Avenue  
Miami, Florida 33142  
Telephone: (305) 756-0605  
Fax: (305) 756-6008  
E-mail: [atownsend@nanafi.org](mailto:atownsend@nanafi.org)

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

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

The Contractor warrants that it has reviewed the Agency's requirements and has asked such questions and conducted such other inquiries as the Contractor deemed necessary in order to determine the price the Contractor will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B, Price Schedule.

Notwithstanding the foregoing Price Schedule, the parties acknowledge that the Agency will encumber \$175,000.00 of FY 2023 - 2024 tax increment financing funds for this Contract, subject to the approval of the Agency and the Miami- Dade Board of County Commissioners' approval of the Agency's FY 2023 – 2024 budget. The Agency shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Agency and the Contractor.

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

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

#### **ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Agency at any time during the Contract term, including any renewal or extension thereof.

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

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable, and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Agency periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B, Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the Agency, shall show the Agency's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of the Agency that payment for all purchases by the Contractor shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74, and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Agency shall be forty-five (45) days from receipt of a proper invoice.

The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the Agency, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the Agency, not later than sixty (60) days after the date on which the proper invoice was received by the Agency.

In accordance with Miami-Dade County Implementing Order 3-9, Accounts Receivable Adjustments, if money is owed by the Contractor to the County, whether under this Contract or for any other purpose, the County reserves the right to retain such amount from payment due by County to the Contractor under this Contract. Such retained amount shall be applied to the amount owed by the Contractor to the County. The Contractor shall have no further claim to such retained amounts which shall be deemed full accord and satisfaction of the amount due by the County to the Contractor for the applicable payment due herein.

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Agency as follows:  
N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency, 111 NW 1<sup>st</sup> Street, Suite 2210, Miami, Florida 33128, Attention:  
Vivian Cao ([vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)) or Chimene Y. Graham ([chimene.graham@miamidade.gov](mailto:chimene.graham@miamidade.gov)).

The Agency may at any time designate a different address and/or contact person by giving written notice to the other party.

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

The Contractor shall indemnify and hold harmless the Agency and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the Agency or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the Contractor or its employees, agents, servants, partners principals, or subcontractors. The Contractor shall pay all claims and losses in connection therewith and shall investigate and defend all claims,

suits or actions of any kind or nature in the name of the Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Contractor expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by The Contractor shall in no way limit the responsibility to indemnify, keep and save harmless and defend the Agency or its officers, employees, agents, and instrumentalities as herein provided.

Upon the Agency's notification, the Contractor shall furnish to the Agency, N.W. 79th Street Corridor Community Redevelopment Agency, c/o Miami-Dade County 111 N.W. 1st Street, Suite 2200, Miami, Florida 33128-1974, Certificate(s) of Insurance that indicate that insurance coverage has been obtained which meets the requirements as outlined below:

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

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

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

OR

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida", issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

**Certificates of Insurance must indicate that for any cancellation of coverage before the expiration date, the issuing insurance carrier will endeavor to mail thirty (30) day written advance notice to the certificate holder. In addition, the Contractor hereby agrees not to modify the insurance coverage without thirty (30) days' written advance notice to the Agency.**

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

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency  
c/o **Miami-Dade County**  
**111 NW 1st Street**  
**Suite 2340**  
**Miami, Florida 33128-1974**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the insurance certificate is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the Agency.

If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the Agency.

The Contractor shall be responsible for ensuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the contractual period of the Contract, including any and all option years or extension periods that may be granted by the Agency. If insurance certificates are scheduled to expire during the contractual period, the Contractor shall be responsible for submitting new or renewed insurance certificates to the Agency at a minimum of thirty (30) calendar days in advance of such expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the contractual period, the Agency shall suspend the Contract until such time as the new or renewed certificates are received by the Agency in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Agency may, at its sole discretion, terminate this contract.

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

- (a) The Contractor shall provide the Services described herein in a competent and professional manner satisfactory to the Agency in accordance with the terms and conditions of this Agreement. The Agency shall be entitled to a satisfactory performance of all Services described herein and to full and prompt cooperation by the Contractor in all aspects of the Services. At the request of the Agency, the Contractor shall promptly remove from the project any Contractor's employee, subcontractor, or any other person performing Services hereunder. The Contractor agrees that such removal of any of its employees does not require the termination or demotion of any employee by the Contractor.

The Contractor agrees to defend, hold harmless and indemnify the Agency and shall be liable and responsible for any and all claims, suits, actions, damages, and costs (including attorney's fees and court costs) made against the Agency, occurring on account of, arising from or in connection with the removal and replacement of any Contractor's personnel performing services hereunder at the behest of the Agency. Removal and replacement of any Contractor's personnel as used in this Article shall not require the termination and or demotion of such Contractor's personnel.

The Contractor agrees that at all times it will employ, maintain, and assign to the performance of the Services a sufficient number of competent and qualified professionals and other personnel to meet the requirements to which reference is hereinafter made. The Contractor agrees to adjust its personnel staffing levels or to replace any its personnel if so directed upon reasonable request from the Agency, should the Agency decide, in its sole discretion, that said personnel staffing is inappropriate or that any individual is not performing in a manner consistent with the requirements for such a position.

The Contractor warrants and represents that its personnel have the proper skill, training, background, knowledge, experience, rights, authorizations, integrity, character, and licenses as necessary to perform the Services described herein, in a competent and professional manner. Contractor agrees that the services under this Agreement shall be performed in conformance with the standards of care and quality adopted or accepted by professional organizations of similar applications.

The Contractor shall at all times cooperate with the Agency and coordinate its respective work efforts to maintain the progress most effectively and efficiently in performing the Services. Contractor shall be fully responsible for coordinating all the services required under this Agreement so as to ensure that the services required are performed in an efficient, timely and economical manner.

The Contractor shall comply with all provisions of all federal, state, and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to be, at all times, employees of the Contractor under its sole direction and not employees or agents of the Agency. The Contractor shall supply competent employees. The Agency may require the Contractor to

remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Agency or County property is not in the best interest of the Agency. Each employee shall have and wear proper identification.

#### **ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP**

The Contractor is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Agency. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Contractor's sole direction, supervision, and control. The Contractor shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Contractor's relationship and the relationship of its employees to the Agency shall be that of an independent contractor and not as employees and agents of the Agency.

The Contractor is providing grants administration and coordination services on an advisory basis and does not have the authority to manage the employees, funds, or budgets of the Agency. The Contractor does not have the power or authority to bind the Agency in any promise, agreement, or representation other than specifically provided for in this Agreement.

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

- A. The Contractor hereby acknowledges that the Agency's Project Manager will determine in the first instance all questions of any nature whatsoever arising out of, under, or in connection with, or in any way related to or on account of, this Agreement including without limitations: questions as to the value, acceptability and fitness of the Services; questions as to either party's fulfillment of its obligations under the Contract; negligence, fraud or misrepresentation before or subsequent to acceptance of the Contractor's Proposal; questions as to the interpretation of the Scope of Work; and claims for damages, compensation and losses.
- B. The Contractor shall promptly comply with every order of the Project Manager, including the withdrawal or modification of any previous order, unless the Contractor and Project Manager disagree as to such order and initiate a dispute in accordance with Article 14.c. Where orders are given orally, they will be issued in writing by the Project Manager as soon thereafter as is practicable.
- C. The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Project Manager. In the event that the Contractor and the Project Manager are unable to resolve their difference, the Contractor may initiate a dispute in accordance with the procedures set forth in this Article. Exhaustion of these procedures shall be a condition precedent to any lawsuit permitted hereunder.
- D. In the event of such dispute, the Project Manager and Contractor shall submit their claim to non-binding arbitration. The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, notwithstanding.

The demand for arbitration may not be made after the date when institution of legal or equitable proceedings to resolve the Dispute would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be non-binding.

- E. Should the Parties fail to resolve a dispute after exhausting the provisions of Article 14 d) herein, Contractor and Agency shall resolve the dispute in a court of competent jurisdiction.

#### **ARTICLE 15. MUTUAL OBLIGATIONS**

- a) This Agreement, including attachments and appendices to the Agreement, shall constitute the entire Agreement between the parties with respect hereto and supersedes all previous communications and representations or agreements, whether written or oral, with respect to the subject matter hereto unless acknowledged in writing by the duly authorized representatives of both parties.

- b) Nothing in this Agreement shall be construed for the benefit, intended or otherwise, of any third party that is not a parent or subsidiary of a party or otherwise related (by virtue of ownership control or statutory control) to a party.
- c) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the Agency may, at its expense, elect to participate in the defense if the Agency should so choose. Furthermore, the Agency may at its own expense defend or settle any such claims if the Contractor fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

#### **ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING**

The Contractor shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Work. The Contractor and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.

#### **ARTICLE 17. AUDITS**

The Agency, or its duly authorized representatives or governmental agencies, shall until the expiration of three (3) years after the expiration of this Agreement and any extension thereof, have access to and the right to examine and reproduce any of the Contractor's books, documents, papers, and records and of its subcontractors and suppliers which apply to all matters of the Agency. Such records shall subsequently conform to Generally Accepted Accounting Principles requirements, as applicable, and shall only address those transactions related to this Agreement.

Pursuant to Section 2-481 of the Miami-Dade Agency Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

#### **ARTICLE 18. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Agency in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

#### **ARTICLE 19. CONSENT OF THE AGENCY REQUIRED FOR ASSIGNMENT**

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title, or interest in or to the same or any part thereof without the prior written consent of the Agency.

#### **ARTICLE 20. SUBCONTRACTUAL RELATIONS**

- B. If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- C. The Contractor, before making any subcontract for any portion of the services, will state in writing to the Agency the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Agency may require. The Agency will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Agency.
- D. Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.

- E. In order to qualify as a Subcontractor satisfactory to the Agency, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Agency that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Agency that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- F. The Agency shall have the right to withdraw its consent to a subcontract if it appears to the Agency that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the Agency's and Agency's proprietary and confidential information. Contractor shall furnish to the Agency copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Agency in the event the Agency finds the Contractor in breach of this Contract, permitting the Agency to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the Agency to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Agency to any subcontractor hereunder as more fully described herein.

#### **ARTICLE 21. ASSUMPTION, PARAMETERS, PROJECTIONS, ESTIMATES AND EXPLANATIONS**

The Contractor understands and agrees that any assumptions, parameters, projections, estimates, and explanations presented by the Agency were provided to the Contractor for evaluation purposes only.

However, since these assumptions, parameters, projections, estimates, and explanations represent predictions of future events the Agency makes no representations or guarantees; and the Agency shall not be responsible for the accuracy of the assumptions presented; and the Agency shall not be responsible for conclusions to be drawn therefrom; and any assumptions, parameters, projections, estimates and explanations shall not form the basis of any claim by the Contractor.

The Contractor accepts all risk associated with using this information.

#### **ARTICLE 22. SEVERABILITY**

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

#### **ARTICLE 23. TERMINATION AND SUSPENSION OF WORK**

- a) The Agency may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Agency through fraud, misrepresentation, or material misstatement.
- b) The Agency may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- c) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Agency through fraud, misrepresentation or material misstatement may be debarred from Agency contracting for up to five (5) years in accordance with the Agency debarment procedures. The Contractor may be subject to debarment for failure to perform.
- d) In addition to cancellation or termination as otherwise provided in this Agreement, the Agency may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Contractor.
- e) In the event that the Agency exercises its right to terminate this Agreement, the Contractor shall, upon receipt of such notice, unless otherwise directed by the Agency:
- i. stop work on the date specified in the notice ("the Effective Termination Date");
  - ii. take such action as may be necessary for the protection and preservation of the Agency's materials and property;
  - iii. cancel orders;

- iv. assign to the Agency and deliver to any location designated by the Agency any non-cancelable orders for Deliverables that are not capable of use except in the performance of this Agreement and has been specifically developed for the sole purpose of this Agreement and not incorporated in the Services;
  - v. take no action which will increase the amounts payable by the Agency under this Agreement; and
  - vi. reimburse the Agency a proration of the fees paid annually based on the remaining months of the term per the compensation listed in Appendix B.
- f) In the event that the Agency exercises its right to terminate this Agreement, the Contractor will be compensated as stated in the payment Articles herein for the:
- i. portion of the Services completed in accordance with the Agreement up to the Effective Termination Date; and
  - ii. non-cancelable Deliverables that are not capable of use except in the performance of this Agreement and have been specifically developed for the sole purpose of this Agreement, but not incorporated in the Services.
- g) All compensation pursuant to this Article are subject to audit.
- h) In the event the Contractor fails to cure an Event of Default timely, the Agency may terminate this Agreement, and the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

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

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Contractor has not delivered Deliverables on a timely basis;
  - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
  - iii. the Contractor has failed to make prompt payment to subcontractors or suppliers for any Services;
  - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
  - v. the Contractor has failed to obtain the approval of the Agency where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
  - viii. the Contractor has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and Article 31 of this Agreement.
- b) When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Agency may request that the Contractor, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

**ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE**

If an Event of Default occurs in the determination of the Agency, the Agency may so notify the Contractor ("Default Notice"), specifying the basis for such default, and advising the Contractor that such default must be cured immediately, or this Agreement with the Agency may be terminated. Notwithstanding, the Agency may, in its sole discretion, allow the Contractor to rectify the default to the Agency's reasonable satisfaction within a thirty (30) day period. The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency's rights hereunder, so long as the Contractor has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Agency prescribes. The default notice shall specify the date the Contractor shall discontinue the Services upon the Termination Date.

**ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT**

If an Event of Default occurs, whether or not the Agency elects to terminate this Agreement as a result thereof, the Contractor shall be liable for all direct damages resulting from the default, including but not limited to:

- a) lost revenues to the extent the Contractor would otherwise be liable under applicable law as adjudicated by a court of competent jurisdiction;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually and reasonably expended by the Agency for re-procurement of Services, including procurement and administrative costs; and such other direct damages.
- c) The Contractor shall also remain liable for any liabilities and claims related to the Contractor's default. The Agency may also bring any suit or proceeding for specific performance or for an injunction.

**ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

- a) The Contractor shall not infringe on any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights in the performance of the Work.
- b) The Contractor warrants that all Deliverables furnished hereunder, including but not limited to: equipment, programs, documentation, software, analyses, applications, methods, ways, processes, and the like, do not infringe upon or violate any copyrights, trademarks, service marks, trade secrets, patent rights, other intellectual property rights or any other third-party proprietary rights.
- c) The Contractor shall be liable and responsible for any and all claims made against the Agency for infringement of patents, copyrights, service marks, trade secrets or any other third party proprietary rights, by the use or supplying of any programs, documentation, software, analyses, applications, methods, ways, processes, and the like, in the course of performance or completion of, or in any way connected with, the Work, or the Agency's continued use of the Deliverables furnished hereunder. Accordingly, the Contractor at its own expense, including the payment of attorney's fees, shall indemnify, and hold harmless the Agency and defend any action brought against the Agency with respect to any claim, demand, cause of action, debt, or liability.
- d) In the event any Deliverable or anything provided to the Agency hereunder, or portion thereof is held to constitute an infringement and its use is or may be enjoined, the Contractor shall have the obligation to, at the Agency's option to (i) modify, or require that the applicable subcontractor or supplier modify, the alleged infringing item(s) at its own expense, without impairing in any respect the functionality or performance of the item(s), or (ii) procure for the Agency, at the Contractor's expense, the rights provided under this Agreement to use the item(s).
- e) The Contractor shall be solely responsible for determining and informing the Agency whether a prospective supplier or subcontractor is a party to any litigation involving patent or copyright infringement, service mark, trademark, violation, or proprietary rights claims or is subject to any injunction which may prohibit it from providing any Deliverable hereunder. The Contractor shall enter into agreements with all suppliers and subcontractors at the Contractor's own risk. The Agency may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Agency's judgment, use thereof would delay the Work or be unlawful.

**ARTICLE 28. CONFIDENTIALITY**

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Agency in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Agency holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Agency, be used by the Contractor or its employees, agents, subcontractors, or suppliers for any purpose other than for the benefit of the Agency, unless required by law. In addition to the foregoing, all Agency employee information and Agency financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Agency. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Agency, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Agency in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.
- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Agency shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Agency, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Agency all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or suppliers without the prior written consent of the Agency. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

**ARTICLE 29. PROPRIETARY INFORMATION**

As a political subdivision of the State of Florida, Miami-Dade Agency is subject to the stipulations of Florida's Public Records Law.

The Contractor acknowledges that all computer software in the Agency's possession may constitute or contain information or materials which the Agency has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the Agency has developed at its own expense, the disclosure of which could harm the Agency's proprietary interest therein.

During the term of the contract, the Contractor will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the Agency's property, any computer programs, data compilations, or other software which the Agency has developed, has used or is using, is holding for use, or which are otherwise in the possession of the Agency (hereinafter "Computer Software").

All third-party license agreements must also be honored by the contractors and their employees, except as authorized by the Agency and, if the Computer Software has been leased or purchased by the Agency, all hired party license agreements must also be honored by the contractors' employees with the approval of the lessor or Contractors thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Agency any information discovered or which is disclosed to the Contractor which may relate to the improper use, publication, disclosure, or removal from the Agency's property of any information technology software and hardware and will take such steps as are within the Contractor's authority to prevent improper use, disclosure, or removal.

**ARTICLE 30. PROPRIETARY RIGHTS**

- a) The Contractor hereby acknowledges and agrees that the Agency retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Agency to the Contractor hereunder or furnished by the Contractor to the Agency and/or created by the Contractor for delivery to the Agency, even if unfinished or in process, as a result of the

Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors, and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the Agency, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Agency's copyrights or other proprietary rights. Notwithstanding the preceding, the rights, title and interests in all materials, data, documentation, and copies thereof developed under this Agreement using knowledge, methods, or technology that are either trade secret, proprietary or owned by the Contractor shall remain with the Contractor.

- b) All rights, title, and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Agency, hereinafter referred to as "Developed Works" shall become the property of the Agency.
- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works.

The Developed Works may not be utilized, reproduced, or distributed by or on behalf of the Contractor, or any employee, agent, subcontractor, or supplier thereof, without the prior written consent of the Agency, except as required for the Contractor's performance hereunder.

- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Contractor and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Work. Notwithstanding the foregoing, the Contractor hereby grants, and shall require that its subcontractors and suppliers grant, if the Agency so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the Agency or entities controlling, controlled by, under common control with, or affiliated with the Agency, or organizations which may hereafter be formed by or become affiliated with the Agency.

Such license specifically includes, but is not limited to, the right of the Agency to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the Agency for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the Agency or entities controlling, controlled by, under common control with, or affiliated with the Agency, or organizations which may hereafter be formed by or become affiliated with the Agency. No such License Software, specifications, data, documentation, or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

#### **ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST**

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

The Contractor confirms its commitment to comply with the vendor registration requirements and the associated affidavits

available in **INFORMS** at <https://supplier.miamidade.gov>.

b) Conflict of Interest and Code of Ethics

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

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

**Independent Private Sector Inspector General Reviews**

Pursuant to Miami-Dade County Administrative Order No. 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the Agency deems it appropriate to do so. Upon written notice from the Agency, the Contractor shall make available to the IPSIG retained by the Agency, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Contractor shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Contractor's prices and any changes thereto approved by the Agency, be inclusive of any charges relating to these IPSIG services. The terms of this provision apply to the Contractor, its officers, agents, employees, Subcontractors, and assignees. Nothing contained in this provision shall impair any independent right of the Agency to conduct an audit or investigate the operations, activities, and performance of the Contractor in connection with this Agreement. The terms of this Article shall not impose any liability on the Agency by the Contractor or any third party.

**Miami-Dade County Inspector General Review**

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the Agency from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

**Exception:** The above application of one quarter of one percent (0.25%) fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Board; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Implementing Order No. 3-38; (m) federal, state and local government-funded grants; and (n) interlocal agreements. ***Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter of one percent (0.25%) in any exempted contract at the time of award.***

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

corruption.

Upon written notice to the Contractor from the Inspector General or IPSIG retained by the Inspector General, the Contractor shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the Contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

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

1. Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and implementing regulations at 41 C.F.R. Part 60.
2. Miami-Dade County Small Business Enterprises Development Participation Provisions.
3. The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
4. The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
5. Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
6. Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
7. Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
8. Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
9. The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
10. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
11. Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
12. Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
13. Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
14. Any other laws prohibiting wage rate discrimination based on sex.
15. Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
16. Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
17. Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to

any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

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

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

During the performance of this Contract, Contractor agrees to not discriminate unlawfully against any employee or applicant for employment on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as victim of domestic violence, dating violence or stalking, or veteran status, and on housing related contracts the source of income, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts) or Miami-Dade County Resolution No. R-385-95. If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the Agency to be in violation of the Act or the Resolution, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

#### **ARTICLE 35. CONFLICT OF INTEREST**

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud, or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of

government), or a member of the immediate family or household of any of the aforesaid:

- i) is interested on behalf of or through the Contractor directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
  - ii) is an employee, agent, advisor, or consultant to the Contractor or to the best of the Contractor's knowledge any Subcontractor or supplier to the Contractor.
- c) Neither the Contractor nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Contractor shall have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the Agency, in its sole discretion, may consent in writing to such a relationship, provided the Contractor provides the Agency with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Agency's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Contractor has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Contractor shall promptly bring such information to the attention of the Project Manager. Contractor shall thereafter cooperate with the Agency's review and investigation of such information and comply with the instructions Contractor receives from the Project Manager regarding remedying the situation.

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

Under no circumstances shall the Contractor without the express written consent of the Agency:

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Agency, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Agency. Such approval may be withheld if for any reason the Agency believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) Communicate in any way with any contractor, department, board, agency, commission or other organization or any person whether governmental or private in connection with the Services to be performed hereunder except upon prior written approval and instruction of the Agency; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors, and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor or such parties has been approved or endorsed by the Agency.

#### **ARTICLE 37. BANKRUPTCY**

The Agency reserves the right to terminate this contract, if, during the term of any contract the Contractor has with the Agency, the Contractor becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Contractor under federal bankruptcy law or any state insolvency law.

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

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

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

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

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

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

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

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

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

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

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

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

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

**N.W. 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY C/O MIAMIDADE COUNTY  
111 N.W. 1ST STREET, 22ND FLOOR**

MIAMI, FLORIDA 33128  
ATTENTION: VIVIAN CAO  
Email: [vivian.cao@miamidade.gov](mailto:vivian.cao@miamidade.gov)

**ARTICLE 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**  
(Use if applicable and include the Business Associate Agreement)

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

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

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

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

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

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

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

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

**ARTICLE 46. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER** (Use if applicable or delete if not applicable to the Work/Services)

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

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

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

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

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

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

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

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

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

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

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

1. The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet PCI compliance requirements:
  1. Contractor's current annual PCI Compliance certification. The Agency has the auditing right to request copies of the PCI compliance certifications at a later time.

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

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

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

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

**Option #1:**

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

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a vendor, it will offer the greatest flexibility and customization. This option also requires for the vendor application to be hosted on a server inside

Metronet, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside the Metronet, Miami-Dade County can develop a Payment Module Application (option #2) that will service the vendor's application.

**Option #2:**

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

**ARTICLE 49. SURVIVAL**


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

[SIGNATURES APPEAR ON THE NEXT PAGE]

IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the last date that the Agreement is executed below,

**Contractor**

**N.W. 79<sup>th</sup> Street Corridor**  
**Community Redevelopment Agency (CRA)**

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

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

Name: Leroy Jones

Name: Vivian Cao

Title: Executive Director

Title: Executive Director

Date: March 21, 2024

Date: May 1, 2024

Attest:   
Corporate Secretary/Notary Public

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

Corporate Seal/Notary Seal

Approved as to form  
and legal sufficiency



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

## APPENDIX A - SCOPE OF SERVICES

### 1) **Background**

In order to eliminate and prevent the spread of slum or blighted conditions and stimulate and support the redevelopment of the NW 79th Street corridor, the NW 79th Street Corridor Community Redevelopment Agency (CRA or Agency) was created, and its Board of Commissioners (Board) appointed by the Miami-Dade County (County) Board of County Commissioners (BCC), pursuant to Chapter 163, Part III, Florida Statutes and Ordinance No.11-52, as amended, on July 19, 2011. The Board also approved the Agency's Redevelopment Plan (Plan) on July 9, 2011. In addition to the Plan, the CRA has also developed an Action Plan, in which supporting the opportunities for residents, growth and expansion of businesses and redevelopment of key parcels of land in the Redevelopment Area are critical priorities.

Over the years, the Board adopted the following:

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

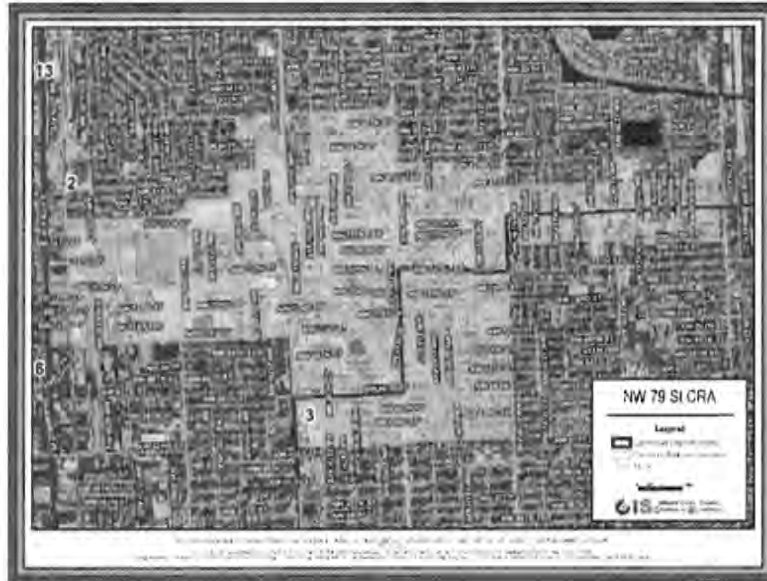
Supplementary background information about the NW 79th Street Agency Redevelopment Plan can be found at:  
<https://www.miamidade.gov/global/government/boards/northwest-79th-street-cra.page>

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



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

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



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

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

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

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

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

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

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

## 2) **Objectives**

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

Businesses in the Area face a challenge in that public perception of the Area is either limited, misunderstood, or uninformed. The many businesses and the level of business activity in the NW 79th Street Corridor isn't well known therefore, some members of the public incorrectly perceive the neighborhood to be a high crime area.

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

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

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

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

### A. Grants Management:

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

### B. Grant Application Assistance:

1. Conduct workshops, training sessions, and one-on-one consultations to educate potential grantees on the application process and best practices.
2. Offer technical assistance in navigating manual or online application portals, accessing necessary documentation, and submitting complete and thorough grant applications.
3. Review draft applications, providing constructive feedback and suggestions for improvement.

### C. Grant Evaluation and Selection:

1. Establish evaluation criteria and procedures for reviewing and scoring grant applications.
2. Coordinate the review process, including serving on review committees, assigning applications for consideration, and facilitating evaluation meetings.
3. Participate in the selection process, providing insights and recommendations based on applicant evaluation and program priorities.

### D. Grant Award Administration:

1. Prepare grant award documentation, including grant agreements, community benefits agreements (CBAs) and other collateral documents.
2. If requested, coordinate the distribution of grant funds, ensuring timely and accurate disbursements, by acting as the CRA's agent in receipt/disbursal of funds following the approval of a payment request.

3. Provide on-going support and guidance to grantees regarding grant compliance, reporting, and financial management.
  4. Facilitate County vendor registration and small business training for those businesses which need of assistance;
- E. Grant Compliance and Reporting:
1. Monitor grantee compliance with funding requirements, including project activities, budgetary guidelines, and reporting deadlines.
  2. Review and analyze grantee progress reports, financial statements, and performance metrics.
  3. Prepare and submit comprehensive grant (applicants/grantees) reports to funding agency, highlighting accomplishments, challenges, and outcomes, along with monthly invoice.
- F. Grant Monitoring and Site Visits:
1. Provide guidance and support to grantees, as needed. Serve as a resource and point of contact for grantees, addressing their inquiries, concerns, and requests for assistance.
  2. Conduct regular site visits to grantee organizations to assess project/construction progress, validate expenditures, and provide technical assistance.
  3. Maintain detailed records and documentation of site visits, including observations, findings, and follow-up actions.
  4. Address any issues or concerns identified during site visits to the CRA administrative staff.
- G. Grant Program Evaluation and Improvement:
1. Evaluate the effectiveness of the grants program in achieving its goals and outcomes.
  2. Identify areas for improvement and recommend programmatic changes or enhancements.
  3. Participate in strategic planning discussions to align the grants program with the agency's overall objectives and community needs.
- H. Stakeholder Engagement and Collaboration:
1. Build and maintain relationships with grantee organizations, community stakeholders, and funding agencies.
  2. Organize meetings, workshops, and networking events to foster collaboration and knowledge sharing among grantee organizations.
  3. Participate in all CRA meetings, community workshops, and tasks.
  4. Provide ancillary support of efforts undertaken by the CRAs other consulting partners (i.e., economic development, business support, etc.).
  5. Collaborate as needed, with other CRAs (NW 7<sup>th</sup> Avenue /North Miami) and CRA consultants (Econ, Dev,) for execution of mutual goals.

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

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

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

In June 2020, the CRA approved an Emergency Grants Program (EGP) to award up to \$600,000 (85 grants up to \$7,000 each) to directly address small business needs with the purchase of equipment, mortgage, and rental assistance, and/or payroll support. Fortunately, an analysis found that a fair number of the Area's businesses qualified for and received emergency funding through the federal government's Paycheck Protection Program (PPP) from the Small Business Administration, Coronavirus, Aid, Relief and Economic Security (CARES) Act, and/or Miami-Dade County's emergency grant program. The CRA would go on to award 22 emergency grants for a total of \$77,000.


#### **5) Reporting**

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

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

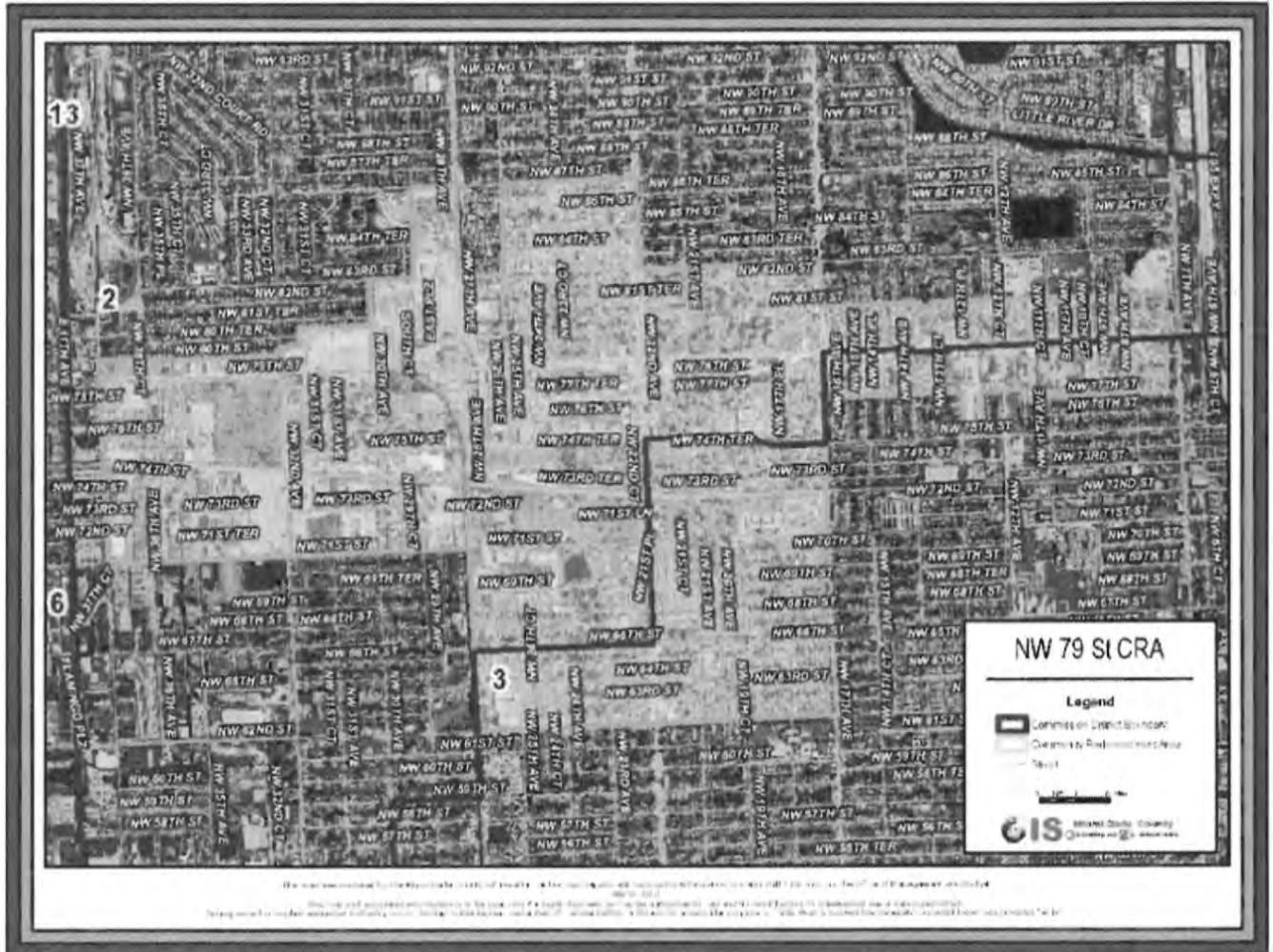
**ATTACHMENT A –  
RFP EVN 0002831 – NW 79<sup>th</sup> Street CRA – Grant Administrator Services  
DELIVERABLES – NEIGHBORS AND NEIGHBORS, INC.**

<b>TASK</b>	<b>TIMELINE</b>	<b>2024 Goals (Mar 2024 – Sept 2024)</b>	<b>2024 Outcome</b>	<b>2025 Goals (Oct 2024 – Mar 2025)</b>	<b>2025 Outcome</b>
A. Evaluate existing conditions	Apr – May 2024				
B. Review and update the existing grant program, develop a community benefits agreement and all collaterals	Apr – Jul 2024				
C. Develop a residential grant program	Apr – Jul 2024				
D. Develop a business relocation program	May – Jun 2024				
E. Research and provide feasibility report on possible (business/residential) loan programs	May – Jul 2024				
F. Develop a grants outreach plan and calendar	Aug – Sep 2024				
G. Research and develop a plan for transitioning to electronic based grant system	Sep – Nov 2024				
H. Attend annual Florida Redevelopment Association (FRA) conference, and any other conferences/workshops related to Chapter 163, as requested	Fall 2024				
I. Participate in the CRAs strategic planning/retreats	Summer 2024				
J. Engage in regular interaction with businesses along the corridor; provide monthly activity reports and other documents as needed	Apr 2024 – Mar 2025				
K. Collaborate, as needed, with other CRAs (NW 7 <sup>th</sup> Avenue/North Miami) and CRA consultants (Econ. Dev.) for execution of mutual goals	Apr 2024 – Mar 2025				
L. Attend CRA Board and staff meetings (in-person, virtual, and telephone) and workshops and other relevant meetings, as requested	Apr 2024 – Mar 2025				

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

March 21, 2024  
\_\_\_\_\_  
Date

### ATTACHMENT C – NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY MAP



**APPENDIX B –  
PRICE SCHEDULE**

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

**A. PRICING:**

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

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

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

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

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

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

**Notes:**

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



Appendix C

CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

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

**Neighbors And Neighbors** \_\_\_\_\_ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)

Bidder's/Proposer's Legal Company Name  
of Section 287.138, F.S.

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

Print Name of Bidder's/Proposer's Authorized Representative: Leroy Jones

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

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

Date: 1/11/24



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

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

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

Under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor's Authorized Representative: **Leroy Jones**

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

Signature of Contractor's Authorized Representative:

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

Date: **April 4, 2024**

**RESOLUTION NO. CRA-09-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, APPROVING A REIMBURSEMENT IN THE AMOUNT OF \$6,480.00 TO VANTAGE SOLUTIONS, LLC FOR EXPENSES INCURRED ON BEHALF OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY BETWEEN NOVEMBER 2025 AND MARCH 2026 TO SUPPORT CRA OPERATIONS, OUTREACH, AND ADMINISTRATIVE SETUP; AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO PROCESS PAYMENT AND SUBMIT ALL REQUIRED DOCUMENTATION TO THE CRA'S FINANCIAL SUPPORT TEAM FOR RECORDKEEPING AND AUDIT COMPLIANCE; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, Vantage Solutions, LLC advanced Six Thousand Four Hundred Eighty and 00/100 Dollars (\$6,480.00) for expenses incurred on behalf of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency ("CRA") between November 2025 and March 2026 to support CRA operations, outreach, and administrative setup; and

**WHEREAS**, the Board of Commissioners of the CRA desires to (a) approve a reimbursement in the amount of Six Thousand Four Hundred Eighty and 00/100 Dollars (\$6,480.00) to Vantage Solutions, LLC for expenses incurred on behalf of the CRA between November 2025 and March 2026 to support CRA operations, outreach, and administrative setup and (b) authorize the Executive Director or Executive Director's designee to process payment and submit all required documentation to the CRA's financial support team for recordkeeping and audit compliance.

**NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:**

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

**Section 2. Approval of Reimbursement.** The reimbursement in the amount of Six Thousand Four Hundred Eighty and 00/100 Dollars (\$6,480.00) to Vantage Solutions, LLC for expenses incurred on behalf of the CRA between November 2025 and March 2026 to support CRA operations, outreach, and administrative setup is hereby approved.

**Section 3. Authority of Executive Director.** The Executive Director or Executive Director's designee is hereby authorized to process payment and submit all required documentation to the CRA's financial support team for recordkeeping and audit compliance.

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

PASSED and ADOPTED this 31<sup>st</sup> day of March, 2026.

\_\_\_\_\_  
Rhenie Dalger  
Chair

ATTEST:

\_\_\_\_\_  
Tanisha “Wakumi” Douglas, MSW  
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Steven W. Zelkowitz, P.A.  
CRA Attorney

SPONSORED BY: ADMINISTRATION

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

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

Vote:

Chair Rhenie Dalger  
Vice Chair Gilbert St. Jean, Phd  
Board Member Tanisha “Wakumi” Douglas, MSW  
Board Member Sandy Lila, MPA  
Board Member Nadege Vilsaint, RCSWI, MSW

\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)  
\_\_\_\_\_ (Yes)\_\_\_\_\_ (No)



## NW 79th Street Corridor Community Redevelopment Agency

**Date:** March 31, 2026  
**To:** Board Members of NW 79th Street Community Redevelopment Agency  
**From:** Khash Oupelle, Executive Director  
**Subject:** Approval of Reimbursement to Vantage Solutions, LLC for Expenses Advanced on Behalf of the CRA (Nov 2025 – March 2026)

---

### **Recommendation**

It is recommended that the Board of Commissioners approve a reimbursement in the amount of \$6,480.00 to Vantage Solutions, LLC for CRA-related expenses incurred on behalf of the agency between November 2025 and March 2026 to support agency operations, outreach, and administrative setup.

### **Fiscal Impact**

Funds for these expenses are available within the CRA's approved operating budget.

### **Delegation of Authority**

Upon Board approval, the Executive Director or Executive Director's designee is authorized to process payment and submit all required documentation to the agency's financial support team for recordkeeping and audit compliance.

### **Background**

Due to the absence of a CRA-specific procurement card or payment method during the initial ramp-up phase of operations, the Executive Director utilized personal business credit cards to cover critical expenses required for:

- Meet & Greet event expenses
- Branded shirts and outreach materials
- Printing and promotional materials
- Software and subscription services, including Constant Contact, RingCentral, and DocuSign
- Other administrative and operational expenses required for day-to-day CRA activities

All expenses were directly related to CRA business and were incurred due to the absence of an active CRA procurement card or direct payment method at the time the costs were required.

The total reimbursement request is \$6,480.00. All expenses are supported by receipts, invoices, proof of payment, and an itemized expense summary, which have been submitted for review and will be maintained for audit and compliance purposes.

### **Attachment**

Itemized Expense Summary & Receipts



Casneve Oupelle <khass@vntgsolutions.com>

**Order Confirmation - Order #15332045**

1 message

**CROWN AWARDS** <DONOTREPLY@crownavards.com>  
To: LLC <KHASS@vntgsolutions.com>

Fri, Nov 7, 2025 at 4:27 PM



**Thank you for your order!**

If we received your payment, your order will be processed immediately

**Your order is estimated to arrive on 11/10/25.**

For questions or to check the status of your order, click here.

Once your package ships, we will send you a shipping confirmation email and final receipt.

Thank you for choosing Crown Awards. We appreciate your business!

**Order Status**

Account Number	Order Date	Order Number	Order Status
70275306	11/07/25	15332045	In Process

**Billing Information**


Vantage Solutions, LLC  
3479 NW 110TH TER  
POMPANO BEACH, FL 33065-7075  
ATTN:C OUPELLE

**Delivery Information**

Vantage Solutions, LLC  
735 NE 125TH ST STE 100  
NORTH MIAMI, FL 33161-5606  
ATTN:K OUPELLE

**Order Detail**

Item #	Item Description	Quantity Ordered	Unit Price	Subtotal
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GLKRY12		12 1/8" JADE KRYPTITE CRYSTAL	1	\$79.99	\$79.99
NOLOGO		NO ARTWORK - TEXT ONLY	1	\$0.00	\$0.00
CRGBCS1M		CONGRATS GIFT BAG w/CARD-MED	1	\$4.99	\$4.99
ENGLKRY12-NL		12" KRYPTITE CRYST NO LOGO	1	\$0.00	\$0.00
Plate # 1		Line # 1 <b>Varying</b>			Terrence A. Smith, Esq.
		Line # 2 <b>Varying</b>			
		Line # 3 <b>Varying</b>			Your Steadfast
		Line # 4 <b>Varying</b>			Dedication And Work
		Line # 5 <b>Varying</b>			Ethic Will Always Be In
		Line # 6 <b>Varying</b>			The Fabric Of Our CRA.
		Line # 7 <b>Varying</b>			Thank You For Your
		Line # 8 <b>Varying</b>			Service.
		Line # 9 <b>Varying</b>			
		Line # 10 <b>Varying</b>			NW 7th Ave CRA
		Line # 11 <b>Varying</b>			November 12, 2025
EXENGCP		EXTRA CHARACTER CHARGE	96	\$29	\$27.84

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FRTRP		SHIPPING & HANDLING-TROPHIES	1	\$58.99	\$58.99
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Order Subtotal	\$112.82
Shipping	\$58.99
Sales Tax	\$12.03
Order Payment	\$183.84
Order Balance	\$0.00

We're here to help! You can reach Customer Support here.

Unsubscribe from Crown Awards marketing emails.  
 (You will not be unsubscribed from emails regarding your order)


Transaction Details

Merchandise & Supplies - Arts & Jewelry  
CROWN AWARDS HAWTHORNE NY  
\$183.84

Will appear on your Nov 11 statement as CROWN AWARDS HAWTHORNE NY

Date  
Nov 10

Card Member  
CASNEVE OUPELLE - 01004

Contact Information  
9 SKYLINE DR  
STE 3  
HAWTHORNE, NY 10532-2146  
 (800) 227-1557

**Membership Rewards**

Rewards earned: 184 Points

Bonus: **1X**

Category: Other Purchases  
May not reflect any promotional purchases.

**Expense Management**

 Upload Receipt

**TRANSACTION NOTES**

Cancel | Save Notes

Tags

Add or Edit Tags

**Transaction Reference Number**

320253140498362542

---

**Constant Contact Payment Receipt for Khass Oupelle**

---

**From** Constant Contact Billing <notification@constantcontact.com>  
**Date** Wed 2025-12-10 13:32  
**To** Khass Oupelle <khass.oupelle@nw79streetcra.gov>



## Payment Receipt for December 10, 2025

Thank you for your recent payment. Your payment receipt is found below.

Attention: Khass Oupelle  
NW 79 Street Community Redevelopment Agency  
2751 NW 84th Street  
2107  
Miami, FL 33065  
US  
7542486950

**User Name:** khass.oupelle@nw79streetcra.gov

**Today's Date:** December 10, 2025

**Payment Date:** December 10, 2025

**Payment Method:** AX (last 4 digits: 1004)

**Amount:** \$38.00

Thank you for your payment!

Amounts shown may reflect sales tax which is applicable in certain areas.

You can view payment receipts at any time in the Billing tab of your account.

We appreciate your business.

Best Regards,

Constant Contact Billing

If you have questions, please reach out to Customer Support.

All subscriptions automatically renew, at the then current list price (plus applicable taxes), unless cancelled prior to your next billing date. Your monthly bill may increase depending on your highest contact list size and email sends. Overage Fees may apply. You may cancel at any time by calling us.

Please do not reply to this email, as the reply address does not go to a monitored mailbox. If you have additional questions, please visit our Help Center at <https://www.constantcontact.com/help>.


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890 Winter St, Waltham, MA 02451

[Terms of Service](#) | [Privacy Notices](#)

**Invoice**

**Document #: 14520095001**

Account Information	Billed to	Pay to
Account Number: (305) 720-2311	Casneve Oupelle	RingCentral, Inc.
Subscription Name: RingEX Customer Engagement Bundle	3479 NW 110 Terrace Coral Springs, FL 33065, United States	20 Davis Dr Belmont, CA 94002, United States
Statement Date: 01/08/2026		
Paid By:  ..... 1004		

**Statement Summary**

**Subscription** **Subtotal: \$130.46**

Charges	Billing frequency	Price per item	Qty	Discounts and prorates	Amount
RingEX Customer Engagement Bundle - Monthly Subscription Fee	Monthly	\$0.00	1	-	\$0.00
DigitalLine Unlimited	Monthly	\$65.00	3	(\$105.00)	\$90.00
Additional Local Number	Monthly	\$4.99	2	-	\$9.98

**Taxes, fees and surcharges**

Federal USF	\$5.03
State taxes	\$6.43
Local taxes	\$4.02
Compliance and Administrative Cost Recovery Fee	\$12.00
e911 Service Fee	\$3.00

Total charges after discounts and prorates: \$99.98

Total taxes and fees: \$30.48

**Amount charged to credit card: \$130.46**

**Statement Details**

Note that details exclude account credits adjustments. Account credit will be applied to the entire statement, as opposed to individual items.

**Charges and applied credits summary** Charges after discounts and pro... **\$99.98** ^

Period	Item name	Unit Price	Quantity	Amount
01/08/2026 - 02/07/2026	RingEX Customer Engagement Bundle - Monthly Subscription Fee	\$0.00	1	\$0.00
01/08/2026 - 02/07/2026	DigitalLine Unlimited - (305) 433-7035	\$65.00	1	\$65.00
01/08/2026 - 02/07/2026	DigitalLine Unlimited - Discount 53.85% off	(\$35.00)	1	(\$35.00)
01/08/2026 - 02/07/2026	DigitalLine Unlimited - (305) 509-5864	\$65.00	1	\$65.00
01/08/2026 - 02/07/2026	DigitalLine Unlimited - Discount 53.85% off	(\$35.00)	1	(\$35.00)
01/08/2026 - 02/07/2026	DigitalLine Unlimited - (305) 731-2619	\$65.00	1	\$65.00
01/08/2026 - 02/07/2026	DigitalLine Unlimited - Discount 53.85% off	(\$35.00)	1	(\$35.00)
01/08/2026 - 02/07/2026	Additional Local Number - (305) 395-3197	\$4.99	1	\$4.99
01/08/2026 - 02/07/2026	Additional Local Number - (305) 509-5898	\$4.99	1	\$4.99

**Taxes and fees summary** Taxes after discounts and prorat... **\$30.48** ^

**State and local taxes summary**

Tax/Fee	Amount
Statutory Gross Receipts (Business)	\$0.10
Communications Service Tax	\$4.02
Communications Service Tax	\$3.46
Statutory Gross Receipts	\$1.67
E911 (VoIP)	\$1.20

**CRF summary**

<b>Tax/Fee</b>	<b>Amount</b>
Compliance and Administrative Cost Recovery Fee	\$12.00

**e911 summary**

<b>Tax/Fee</b>	<b>Amount</b>
e911 Service Fee	\$3.00

**Federal USF summary**

<b>Tax/Fee</b>	<b>Amount</b>
FUSF (VoIP)	\$5.03



# 4

---

**Constant Contact Payment Receipt for Khass Oupelle**

---

**From** Constant Contact Billing <notification@constantcontact.com>

**Date** Sat 2026-01-10 02:40

**To** Khass Oupelle <khass.oupelle@nw79streetcra.gov>



## Payment Receipt for January 10, 2026

Thank you for your recent payment. Your payment receipt is found below.

Attention: Khass Oupelle  
NW 79 Street Community Redevelopment Agency  
2751 NW 84th Street  
2107  
Miami, FL 33065  
US  
7542486950

**User Name:** khass.oupelle@nw79streetcra.gov

**Today's Date:** January 10, 2026

**Payment Date:** January 10, 2026

**Payment Method:** AX (last 4 digits: 1004)

**Amount:** \$45.00

Thank you for your payment!

Amounts shown may reflect sales tax which is applicable in certain areas.

You can view payment receipts at any time in the Billing tab of your account.

We appreciate your business.

Best Regards,

Constant Contact Billing

If you have questions, please reach out to Customer Support.

All subscriptions automatically renew, at the then current list price (plus applicable taxes), unless cancelled prior to your next billing date. Your monthly bill may increase depending on your highest contact list size and email sends. Overage Fees may apply. You may cancel at any time by calling us.

Please do not reply to this email, as the reply address does not go to a monitored mailbox. If you have additional questions, please visit our Help Center at <https://www.constantcontact.com/help>.

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890 Winter St, Waltham, MA 02451

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#5

Transaction Details

Merchandise & Supplies - Wholesale Stores  
OFFICEMAX/DEPOT 6167NORTH MIAMI FL  
\$224.77

Will appear on your Feb 9 statement as OFFICEMAX/DEPOT 6167NORTH MIAMI FL

Date  
Jan 28

Card Member  
CASNEVE OUPELLE - 01004

Contact Information  
12255 BISCAYNE BLVD  
NORTH MIAMI, FL 33181

☎ (305) 893-2854


**Membership Rewards**

Rewards earned: 225 Points

Bonus: **1X**

Category: Other Purchases  
May not reflect any promotional purchases.

**Expense Management**

 Upload Receipt

**TRANSACTION NOTES**

Cancel | Save Notes

Tags

Add or Edit Tags

**Transaction Reference Number**

320260290773841966



380 New York St  
 Redlands, CA-92373-8118  
 Phone: (909) 793-2853

Invoice : 900188561 Document date : 02/02/2026 # 6  
 Order : 5066962 Delivery :  
 Customer : 819117  
 Customer PO : 659060900995  
 End User : 819117 NW 79 Street Community Redevelopmen  
 Project :

Bill to:  
 Casneve Oupelle  
 NW 79 Street Community Redevelopmen  
 3479 Nw 110th Ter  
 Coral Springs FL 33065-7075

**'Invoice'**

Page : 1  
 Ship to:  
 Casneve Oupelle  
 NW 79 Street Community Redevelopmen  
 111 Nw 1st St Fl 22  
 Miami FL 33128-1926

For questions regarding this document, please contact Customer Service at 888-377-4575.

Terms of payment: Prepaid

The line items included in this transaction are governed exclusively by the terms of the above-referenced contract, if any, or, where applicable, Esri's standard terms and conditions at [www.esri.com/legal/software-license](http://www.esri.com/legal/software-license).

Item	Qty	Material Number	Price
10	2	153148 ArcGIS Online Creator User Type Annual Subscription Start Date: 02/02/2026 End Date: 01/31/2027	1,400.00
Item Subtotal			1,400.00
Amt. Prepaid			1,400.00-
<b>Total:</b>			<b>USD 0.00</b>

FEIN: 95-2775732  
 DUNS/CEC: 06-313-4175 CAGE 0AMS3  
 Please detach lower portion and return with remittance



Casneve Oupelle  
 NW 79 Street Community Redevelopmen  
 3479 Nw 110th Ter  
 Coral Springs FL 33065-7075

Remit Payment to:  
 Environmental Systems Research Institute, Inc.  
 By Check:                      **Electronic Instructions:**  
 P.O. Box 741076              **Bank:** Bank of America              **Acct#:** 1496150335  
 Los Angeles                      **Wire ABA:** 026009593  
 CA 90074-1076                      **ACH ABA:** 121000358

Invoice: 900188561      **Document Date: 02/02/2026**  
 Order: 5066962  
 Payer: 819117              **Total: USD 0.00**

# 7

# INVOICE

Louisa's Florist and Catering  
Services, Inc  
5260 Maccoon Way  
Westlake, FL 33470

cheflouisascomer@gmail.com  
+1 (786) 252-7572  
https://cheflouisa.com



Bill to  
CRA

Ship to  
CRA

### Invoice details

Invoice no.: 1514  
Terms: Due on receipt  
Invoice date: 02/02/2026  
Due date: 02/02/2026

#	Date	Product or service	Description	Qty	Rate	Amount
1.		<b>SALAD</b>	Garden Salad	1	\$0.00	\$0.00
2.			-Assorted Sandwiches -Alfredo Pasta -Fruit Platter -Scrambled Eggs			
3.		<b>BEVERAGES</b>	-Coffee - Tea -Water -Lemonade	1	\$0.00	\$0.00
4.		<b>WE WILL PROVIDE</b>	-Deluxe Disposable Utensils, Plates and Napkins -Waiter	1	\$0.00	\$0.00
5.		<b>NUMBER OF PEOPLE</b>	30 guests		\$1,000.00	\$1,000.00

**Total \$1,000.00**

### Ways to pay



Please submit your payment via ACH bank transfer or Zelle to 786-252-7572 Louisa's Florist and Catering Services. Credit card payments are available upon request and are subject to a 5% processing fee.

### Note to customer

TERMS AND CONDITIONS

SCHEDULING EVENTS: A non-refundable deposit of 50% of the

estimated bill is required at the time of booking to secure your desired event date.

**PAYMENT TERMS:** The balance of your bill and your guaranteed guest count are due 15 days prior to the event.

**EXTRA GUESTS:** If after your event has been paid for and set up, more people show up to the event, Chef Louisa's Catering will do their best to feed the extra guests. Payment for extra guests **MUST** be made before the event is over.

\*\*\*The client is responsible for reviewing and confirming all menu selections, quantities, and dietary restrictions at least five (5) days before the event. Chef Louisa's Catering shall not be liable for any inaccuracies.\*\*\*

[View and pay](#)



**Payment confirmation: Invoice #1514- (Louisa's Florist and Catering Services.Inc)**

**From** QuickBooks Payments <quickbooks@notification.intuit.com>

**Date** Wed 2/4/2026 11:25 AM

**To** Sandydorsainvil@gmail.com <Sandydorsainvil@gmail.com>; Khass Oupelle <khass.oupelle@nw79streetcra.gov>



[Manage payment](#)



**You paid \$1000.00**

to Louisa's Florist and Catering Services.Inc on 02/04/2026

**Payment details**

Invoice no.	1514
Invoice amount	\$1000.00
<b>Total amount</b>	<b>\$1000.00</b>

Status	Paid
Payment method	AMEX****1004
Authorization ID	MU0267241817

Please don't reply to this email, if you need any help regarding this message, please contact the business directly.

Thank you,

Louisa's Florist And Catering Services Inc

+17862527572

<https://cheflouisa.com> | [cheflouisascorner@gmail.com](mailto:cheflouisascorner@gmail.com)

5260 Macoon Way, Westlake, FL, 33470, US

No additional transfer fees or taxes apply.

Intuit Payments Inc (IPI) processes payments as an agent of the business. Payments processed by IPI constitutes payment to the business and satisfies your obligation to pay the business, including in connection with any dispute or case, in law or equity. Money movement services are provided by IPI pursuant to IPI's licenses (NMLS #1098819, <https://www.intuit.com/legal/licenses/payment-licenses>). IPI is located at 2700 Coast Avenue, Mountain View, CA 94043, 1-888-536-4801.

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2800 E. Commerce Center Place, Tucson, AZ 85706

**INTUIT**    

Transaction Details


Restaurant - Restaurant  
IN \*LOUISAS FLORIST MIAMI FL  
\$1,000.00

Will appear on your Feb 9 statement as IN \*LOUISAS FLORIST MIAMI FL

Date  
Feb 4

Card Member  
CASNEVE OUPELLE - 01004

Contact Information  
1361 NORTH EAST 149TH ST  
MIAMI, FL 33161-2556

 (786) 252-7572

**Membership Rewards**

Rewards earned: 1000 Points

Bonus: **1X**

Category: Other Purchases  
May not reflect any promotional purchases.

**Expense Management**



Upload Receipt

**TRANSACTION NOTES**

Cancel | Save Notes

Tags

Add or Edit Tags

**Transaction Reference Number**

320260350935081044

# Invoice #26432

# 8

PAID

Thank you for your business!



**XPRESSCOLOR**  
 2766 Northwest 31st Avenue  
 Lauderdale Lakes, Florida 33311  
 954-581-9202  
<https://xpresscolor.com>  
[mario@xpresscolor.com](mailto:mario@xpresscolor.com)



**Created** February 19, 2026  
**Customer Due Date** February 20, 2026  
**Invoice Date** February 19, 2026  
**Payment Due Date** February 19, 2026  
**Total** \$183.17  
**Outstanding** \$0.00

**Customer Billing**

79th Street CRA  
 Anthony Bonamy: 754-236-2235  
[anthony.bonamy@nw79streetcra.gov](mailto:anthony.bonamy@nw79streetcra.gov)

**Customer Shipping**

79th Street CRA

Category	Color	Description	Qty	Items	Price	Total
Brochures		[100] Brochures • 5.5x8.5 • 4/4 / RUSH PRINT	100	100	\$0.8849	\$88.49
						
Brochures		[100] Brochures • 5.5x8.5 • 4/4 / RUSH PRINT	100	100	\$0.8849	\$88.49
						

Fee	Description	Qty	Amount	Total
Fee	Card Processing Fee	1	\$6.19	\$6.19

**Total Quantity** 200  
**Item Total** \$176.98  
**Fees Total** \$6.19  
**Sub Total** \$183.17  
**Tax** \$0.00  
**Total Due** \$183.17  
**Paid** \$183.17  
**Outstanding** \$0.00

**TERMS & CONDITIONS**

A deposit of at least 50% of the total is needed to process an order. The remaining balance is due upon completion of the order. Cancellations are not allowed. Refunds or exchanges are issued ONLY in the case of an error with production. Once approval has been made of a quote and/or artwork, then no further changes can be made. Approvals are the responsibility of the client. Any reprint will be at the expense of the client. Fulfilled orders will be stored a maximum of 60 days after the pick-up date, they will then be recycled. Xpresscolor will not be responsible for items disposed of and any remaining balance will still be due before a new order can be placed. Thank you.

**Pick-Up Times:**

Monday - Friday: 9am-6pm  
 Saturday: 8:30am-5pm

**\*NOTICE\***

Due to industry wide supply chain disruptions and shortages, Xpresscolor may experience production delays. Turnaround times will not be guaranteed.

By my signature, I acknowledge that I have read, understood, and agree to the terms & conditions.

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

Transaction Details

Other - Miscellaneous  
DOCUSIGN SEATTLE WA  
\$300.00

#9


Will appear on your Feb 9 statement as DocuSign SEATTLE WA

Date  
Feb 5

Card Member  
CASNEVE OUPELLE - 01004

Contact Information

SUITE 1700  
999 3RD AVE  
SEATTLE, WA 98103

 (206) 219-0200

**Membership Rewards**

Rewards earned: 600 Points

Bonus: **2X**

Category: U.S. Electronic Goods and Software  
May not reflect any promotional purchases.

**Expense Management**



Upload Receipt

**TRANSACTION NOTES**

Cancel | Save Notes

Tags


Add or Edit Tags

**Transaction Reference Number**

320260360979821853

# Invoice

Document #: 19645977002 #10

Account Information	Billed to	Pay to
Account Number: (305) 720-2311	Casneve Oupelle	RingCentral, Inc.
Subscription Name: RingEX Customer Engagement Bundle	3479 NW 110 Terrace	20 Davis Dr
Statement Date: 02/08/2026	Coral Springs, FL	Belmont, CA 94002,
Paid By:  ..... 1004	33065, United States	United States

## Statement Summary

Charges	Billing frequency	Price per item	Qty	Discounts and prorates	Amount
<b>Subscription</b>					<b>Subtotal: \$130.46</b>
RingEX Customer Engagement Bundle - Monthly Subscription Fee	Monthly	\$0.00	1	-	\$0.00
DigitalLine Unlimited	Monthly	\$65.00	3	(\$105.00)	\$90.00
Additional Local Number	Monthly	\$4.99	2	-	\$9.98
<b>Taxes, fees and surcharges</b>					
Federal USF					\$5.03
State taxes					\$6.43
Local taxes					\$4.02
Compliance and Administrative Cost Recovery Fee					\$12.00
e911 Service Fee					\$3.00
Total charges after discounts and prorates:					\$99.98
Total taxes and fees:					\$30.48
<b>Amount charged to credit card:</b>					<b>\$130.46</b>

## Statement Details

Note that details exclude account credits adjustments. Account credit will be applied to the entire statement, as opposed to individual items.

**Charges and applied credits summary** Charges after discounts and pro... **\$99.98** ^

Period	Item name	Unit Price	Quantity	Amount
02/08/2026 - 03/07/2026	RingEX Customer Engagement Bundle - Monthly Subscription Fee	\$0.00	1	\$0.00
02/08/2026 - 03/07/2026	DigitalLine Unlimited - (305) 433-7035	\$65.00	1	\$65.00
02/08/2026 - 03/07/2026	DigitalLine Unlimited - Discount 53.85% off	(\$35.00)	1	(\$35.00)
02/08/2026 - 03/07/2026	DigitalLine Unlimited - (305) 509-5864	\$65.00	1	\$65.00
02/08/2026 - 03/07/2026	DigitalLine Unlimited - Discount 53.85% off	(\$35.00)	1	(\$35.00)
02/08/2026 - 03/07/2026	DigitalLine Unlimited - (305) 731-2619	\$65.00	1	\$65.00
02/08/2026 - 03/07/2026	DigitalLine Unlimited - Discount 53.85% off	(\$35.00)	1	(\$35.00)
02/08/2026 - 03/07/2026	Additional Local Number - (305) 395-3197	\$4.99	1	\$4.99
02/08/2026 - 03/07/2026	Additional Local Number - (305) 509-5898	\$4.99	1	\$4.99

**Taxes and fees summary** Taxes after discounts and prorat... **\$30.48** ^

State and local taxes summary

Tax/Fee	Amount
Statutory Gross Receipts (Business)	\$0.10
Communications Service Tax	\$4.02
Communications Service Tax	\$3.46
Statutory Gross Receipts	\$1.67
E911 (VoIP)	\$1.20

**CRF summary**

<b>Tax/Fee</b>	<b>Amount</b>
Compliance and Administrative Cost Recovery Fee	\$12.00

**e911 summary**

<b>Tax/Fee</b>	<b>Amount</b>
e911 Service Fee	\$3.00

**Federal USF summary**

<b>Tax/Fee</b>	<b>Amount</b>
FUSF (VoIP)	\$5.03



#11

---

**Constant Contact Payment Receipt for Khass Oupelle**

---

**From** Constant Contact Billing <notification@constantcontact.com>

**Date** Tue 2026-02-10 02:41

**To** Khass Oupelle <khass.oupelle@nw79streetcra.gov>



## Payment Receipt for February 10, 2026

Thank you for your recent payment. Your payment receipt is found below.

Attention: Khass Oupelle  
NW 79 Street Community Redevelopment Agency  
2751 NW 84th Street  
2107  
Miami, FL 33065  
US  
7542486950

**User Name:** khass.oupelle@nw79streetcra.gov

**Today's Date:** February 10, 2026

**Payment Date:** February 10, 2026

**Payment Method:** AX (last 4 digits: 1004)

**Amount:** \$45.00

Thank you for your payment!

Amounts shown may reflect sales tax which is applicable in certain areas.

You can view payment receipts at any time in the Billing tab of your account.

We appreciate your business.

Best Regards,

Constant Contact Billing

If you have questions, please reach out to Customer Support.

All subscriptions automatically renew, at the then current list price (plus applicable taxes), unless cancelled prior to your next billing date. Your monthly bill may increase depending on your highest contact list size and email sends. Overage Fees may apply. You may cancel at any time by calling us.

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890 Winter St, Waltham, MA 02451

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**Invoice**

**Document #: 19645977002**

#12

Account Information	Billed to	Pay to
Account Number: (305) 720-2311	Casneve Oupelle 3479 NW 110 Terrace Coral Springs, FL 33065, United States	RingCentral, Inc. 20 Davis Dr Belmont, CA 94002, United States
Subscription Name: RingEX Customer Engagement Bundle		
Statement Date: 02/08/2026		
Paid By:  ..... 1004		

**Statement Summary**

Subscription					Subtotal:	\$130.46
Charges	Billing frequency	Price per item	Qty	Discounts and prorates	Amount	
RingEX Customer Engagement Bundle - Monthly Subscription Fee	Monthly	\$0.00	1	-	\$0.00	
DigitalLine Unlimited	Monthly	\$65.00	3	(\$105.00)	\$90.00	
Additional Local Number	Monthly	\$4.99	2	-	\$9.98	
<b>Taxes, fees and surcharges</b>						
Federal USF						\$5.03
State taxes						\$6.43
Local taxes						\$4.02
Compliance and Administrative Cost Recovery Fee						\$12.00
e911 Service Fee						\$3.00
Total charges after discounts and prorates:						\$99.98
Total taxes and fees:						\$30.48
<b>Amount charged to credit card:</b>						<b>\$130.46</b>

**Statement Details**

Note that details exclude account credits adjustments. Account credit will be applied to the entire statement, as opposed to individual items.

**Charges and applied credits summary** Charges after discounts and pro... **\$99.98** ^

Period	Item name	Unit Price	Quantity	Amount
02/08/2026 - 03/07/2026	RingEX Customer Engagement Bundle - Monthly Subscription Fee	\$0.00	1	\$0.00
02/08/2026 - 03/07/2026	DigitalLine Unlimited - (305) 433-7035	\$65.00	1	\$65.00
02/08/2026 - 03/07/2026	DigitalLine Unlimited - Discount 53.85% off	(\$35.00)	1	(\$35.00)
02/08/2026 - 03/07/2026	DigitalLine Unlimited - (305) 509-5864	\$65.00	1	\$65.00
02/08/2026 - 03/07/2026	DigitalLine Unlimited - Discount 53.85% off	(\$35.00)	1	(\$35.00)
02/08/2026 - 03/07/2026	DigitalLine Unlimited - (305) 731-2619	\$65.00	1	\$65.00
02/08/2026 - 03/07/2026	DigitalLine Unlimited - Discount 53.85% off	(\$35.00)	1	(\$35.00)
02/08/2026 - 03/07/2026	Additional Local Number - (305) 395-3197	\$4.99	1	\$4.99
02/08/2026 - 03/07/2026	Additional Local Number - (305) 509-5898	\$4.99	1	\$4.99

**Taxes and fees summary** Taxes after discounts and prorated... **\$30.48** ^

**State and local taxes summary**

Tax/Fee	Amount
Statutory Gross Receipts (Business)	\$0.10
Communications Service Tax	\$4.02
Communications Service Tax	\$3.46
Statutory Gross Receipts	\$1.67
E911 (VoIP)	\$1.20

**CRF summary**

<b>Tax/Fee</b>	<b>Amount</b>
Compliance and Administrative Cost Recovery Fee	\$12.00

**e911 summary**

<b>Tax/Fee</b>	<b>Amount</b>
e911 Service Fee	\$3.00

**Federal USF summary**

<b>Tax/Fee</b>	<b>Amount</b>
FUSF (VoIP)	\$5.03

---

**Constant Contact Payment Receipt for Khass Oupelle**

---

**From** Constant Contact Billing <notification@constantcontact.com>  
**Date** Tue 2026-03-10 03:39  
**To** Khass Oupelle <khass.oupelle@nw79streetcra.gov>



## Payment Receipt for March 10, 2026

Thank you for your recent payment. Your payment receipt is found below.

Attention: Khass Oupelle  
NW 79 Street Community Redevelopment Agency  
2751 NW 84th Street  
2107  
Miami, FL 33065  
US  
7542486950

**User Name:** khass.oupelle@nw79streetcra.gov

**Today's Date:** March 10, 2026

**Payment Date:** March 10, 2026

**Payment Method:** AX (last 4 digits: 1004)

**Amount:** \$45.00

Thank you for your payment!

Amounts shown may reflect sales tax which is applicable in certain areas.

You can view payment receipts at any time in the Billing tab of your account.

We appreciate your business.

Best Regards,

Constant Contact Billing

If you have questions, please reach out to Customer Support.

All subscriptions automatically renew, at the then current list price (plus applicable taxes), unless cancelled prior to your next billing date. Your monthly bill may increase depending on your highest contact list size and email sends. Overage Fees may apply. You may cancel at any time by calling us.

Please do not reply to this email, as the reply address does not go to a monitored mailbox. If you have additional questions, please visit our Help Center at <https://www.constantcontact.com/help>.

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Needles USA Corp.  
 769 NE 125th St  
 North Miami, FL 33161-5611  
 USA  
 7865804739  
 info@needlesusa.com  
 www.needlesusa.com



# INVOICE

**BILL TO**  
 NW 79th STREET CRA  
 2751 NW 84th St  
 Suite 2701  
 Miami, FL 33147

**SHIP TO**  
 NW 79th STREET CRA  
 2751 NW 84th St  
 Suite 2701  
 Miami, FL 33147

**INVOICE #** 3911  
**DATE** 03/12/2026  
**DUE DATE** 03/12/2026  
**TERMS** Due on receipt

	DESCRIPTION	QTY	RATE	AMOUNT
LK110 Ladies Mesh Polo - AQUAMARINE	1 logo embroidery included (LC) S-1 L-2 XL-1	4	25.58	102.32
K110 Men's Mesh Polo - AQUAMARINE	1 logo embroidery included (LC) XL-1	1	25.58	25.58
LW808 Women's Long Sleeve - WHITE	1 logo embroidery included (LC) S-1 L-2 XL-1	4	39.28	157.12
W808 Long Sleeve Twill Shirt - WHITE	1 logo embroidery included (LC) XL-1	1	39.28	39.28
LK110 Ladies Mesh Polo - AQUAMARINE	1 logo embroidery included (LC) XS-1 EXECUTIVE TEAM	1	25.58	25.58
K110 Men's Mesh Polo - AQUAMARINE	1 logo embroidery included (LC) M-1 EXECUTIVE TEAM	1	25.58	25.58
K110 Men's Mesh Polo - AQUAMARINE	1 logo embroidery included (LC) 2XL-1 EXECUTIVE TEAM	1	27.58	27.58
LW808 Women's Long Sleeve - WHITE	1 logo embroidery included (LC) XS-1 EXECUTIVE TEAM	1	39.28	39.28
W808 Long Sleeve Twill Shirt - WHITE	1 logo embroidery included (LC) M-1 EXECUTIVE TEAM	1	39.28	39.28

	DESCRIPTION	QTY	RATE	AMOUNT
W808 Long Sleeve Twill Shirt - WHITE	1 logo embroidery included (LC) 2XL-1 EXECUTIVE TEAM	1	41.78	41.78

Order Terms & Conditions

- \*\*A 50% deposit is required to initiate production.
- \*\*Mock-up approval is mandatory prior to proceeding with the order.
- \*\*Estimated completion time is 7-10 business days from deposit and mock-up approval.
- \*\*Rush orders are subject to additional fees.
- \*\*Once an invoice becomes more than 30 days overdue, a late fee of 1% per day will be applied to the outstanding balance until the payment is received.

SUBTOTAL	523.38
TAX	0.00
TOTAL	523.38
BALANCE DUE	<b>\$523.38</b>

### Ways to pay



[View and pay](#)

# 114  
~~114~~

part 2

Transaction Details

Merchandise & Supplies - Clothing Stores  
IN \*STITCHES BY WALTNORTH MIAMI FL  
\$523.38

Will appear on your Mar 12 statement as IN \*STITCHES BY WALTNORTH MIAMI FL

Date  
Mar 12

Card Member  
CASNEVE OUPELLE - 01004

Contact Information

769 NORTH EAST 125TH ST  
MIAMI, FL 33161

(786) 580-4739

Membership Rewards

Rewards earned: 523 Points

Bonus: 1X

Category: Other Purchases  
May not reflect any promotional purchases.

Expense Management



Upload Receipt

TRANSACTION NOTES

[Empty text box for transaction notes]

Cancel | Save Notes

Tags

reimbursement

Add or Edit Tags

**Transaction Reference Number**

320260710952886810



Detailed Menu	Beverage
<p><b>Slider Shack</b> All American Beef /American Cheese/Secret Sauce Nashville Hot Chicken/Pickles BBQ Pork/ House Slaw</p> <p><b>Crispy Coconut Shrimp W/ Sweet Chili Sauce</b> 50 Pieces Per Unit</p> <p><b>Mac and Cheese Bites</b> 50 Pieces Per Unit</p> <p><b>Southwest Chicken Quesadilla Rolls W/ Chipotle Sour Sauce</b> 50 Pieces Per Unit</p>	Water Station, Coffee, Tea, and Lemonade
	<b>CASH &amp; HOSTED BAR</b>
	N/A
	<b>Set Up</b>
	<p>Theatre Style for 100 in Oasis Room High Top Tables in Oasis Foyer for reception Food and Beverage will be set up in Oasis Foyer Podium in front with Microphone USB for TV Connection Registration Table in Foyer</p>

Meeting Room Fee's	\$0.00
Food Sub Total 50%	\$1,487.50
Beverage Sub Total	\$0.00
Bartender Service	\$0.00
<b>Sub Total</b>	<b>\$1,487.50</b>
9% Banquet Tax	Tax Exempt
24% Service Charge	\$357.00
<b>Grand Total</b>	<b>\$1,844.00</b>

#### DEPOSIT SCHEDULE

- Full Payment with Check or ACH

#### BILLING INFORMATION

Billing Method: Check or ACH  
Billing Contact: Anthony Bonamy  
Phone: 305.509.5864  
Email: [Anthony.bonamy@79streetcra.gov](mailto:Anthony.bonamy@79streetcra.gov)

#### GENERAL TERMS AND CONDITIONS

Cancellations: Cancellation must be made minimum of 7 days prior to event to receive a full refund. If canceled after set date all deposits made will be non-refundable.

#### Additional Information:

This agreement (and any additional pages attached hereto) constitutes the entire agreement between the parties and may not be amended or changed unless done so in writing and signed by DoubleTree by Hilton Miami North I-95 and an authorized representative of NW 79ST CRA

To guarantee event space and food & beverage needs this contract must be signed and returned by Friday March 6, 2026

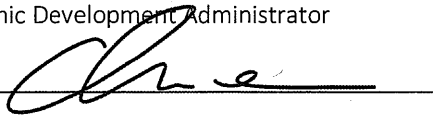
I hereby accept the above stated terms and conditions, and further warrant that I have authority to sign on behalf of NW 79ST CRA.

Customer

Name: Anthony Bonamy / Khass Oupelle

Title: Economic Development Administrator

Signature:



Date:

March 6, 2026

Property

Name: Jessica Machado

Title: Dual Director of Sales  
DoubleTree by Hilton Miami North I-95

Signature:

\_\_\_\_\_

Date:

\_\_\_\_\_

Transaction Details

Travel - Lodging

DOUBLETREE MIAMI NORMIAMI FL

\$1,844.50

Will appear on your Apr 10 statement as DOUBLETREE MIAMI NORMIAMI FL

Date

Mar 17


Card Member

CASNEVE OUPELLE - 01004

Contact Information

7927 NORTH WEST 7TH AVE

MIAMI, FL 33150

 (305) 751-8001

**Hotel Information**

**Check-In**

March 16, 2026

**Check-Out**

March 17, 2026

**Membership Rewards**

Rewards earned: 1845 Points

Bonus: **1X**

Category: Other Purchases

May not reflect any promotional purchases.

**Expense Management**



Upload Receipt

**TRANSACTION NOTES**

[Empty text box for transaction notes]

Cancel | Save Notes

Tags

reimbursement

Add or Edit Tags

**Transaction Reference Number**

320260770133117841

# Invoice #26899

#16

PAID

Thank you for your business!



**XPRESSCOLOR**  
 2766 Northwest 31st Avenue  
 Lauderdale Lakes, Florida 33311  
 954-581-9202  
<https://xpresscolor.com>  
[mario@xpresscolor.com](mailto:mario@xpresscolor.com)



**Created** March 19, 2026  
**Customer Due Date** March 19, 2026  
**Invoice Date** March 19, 2026  
**Payment Due Date** March 19, 2026  
**Total** \$366.35  
**Outstanding** \$0.00

**Customer Billing**

79th Street CRA  
 Anthony Bonamy: 754-236-2235  
[anthony.bonamy@nw79streetcra.gov](mailto:anthony.bonamy@nw79streetcra.gov)

**Customer Shipping**

79th Street CRA

Category	Color	Description	Qty	Items	Price	Total
Brochures		[200] Brochures • 5.5x8.5 • 4/0 / RUSH PRINT	200	200	\$0.8849	\$176.98
						
Brochures		[200] Brochures • 5.5x8.5 • 4/0 / RUSH PRINT	200	200	\$0.8849	\$176.98
						

Fee	Description	Qty	Amount	Total
Fee	Card Processing Fee	1	\$12.39	\$12.39

**Total Quantity** 400  
**Item Total** \$353.96  
**Fees Total** \$12.39  
**Sub Total** \$366.35  
**Tax** \$0.00  
**Total Due** \$366.35  
**Paid** \$366.35  
**Outstanding** \$0.00

**TERMS & CONDITIONS**

A deposit of at least 50% of the total is needed to process an order. The remaining balance is due upon completion of the order. Cancellations are not allowed. Refunds or exchanges are issued ONLY in the case of an error with production. Once approval has been made of a quote and/or artwork, then no further changes can be made. Approvals are the responsibility of the client. Any reprint will be at the expense of the client. Fulfilled orders will be stored a maximum of 60 days after the pick-up date, they will then be recycled. Xpresscolor will not be responsible for items disposed of and any remaining balance will still be due before a new order can be placed. Thank you.

**Pick-Up Times:**

Monday - Friday: 9am-6pm  
 Saturday: 8:30am-5pm

**\*NOTICE\***

Due to industry-wide supply chain disruptions and shortages, Xpresscolor may experience production delays. Turnaround times will not be guaranteed.

By my signature, I acknowledge that I have read, understood, and agree to the terms & conditions.

CLIENT SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

PRINT NAME: \_\_\_\_\_

# Invoice #23562

CRA Items

**PAID**

Thank you for your business!

#17



**Accurate Business Systems, Inc**  
 20404 NE 15th Court  
 NORTH MIAMI BEACH, Florida 33179  
 7862856160  
<http://www.AccurateBizSys.com>  
 osbiz@yahoo.com

**Created** March 25, 2026  
**Customer Due Date** March 25, 2026  
**Invoice Date** March 25, 2026  
**Terms** Prepay  
**Payment Due Date** March 25, 2026  
**Total** \$723.14  
**Outstanding** \$0.00

**Customer Billing**

79th Street CRA  
 305-509-5864  
[anthony.bonamy@nw79streetcra.gov](mailto:anthony.bonamy@nw79streetcra.gov)

**Customer Shipping**

79th Street CRA

Category	Description	Qty	Items	Price	Taxed	Total
SIGNS	FOAM BOARD SIGNS 24x36, FOAM BOARD	2	2	\$40.00	-	\$80.00
BANNER(s)	79th Street 8x8 FABRIC Step & Repeat with STAND	1	1	\$300.00	-	\$300.00
Copies	8.5 x 11 Card Stock	1	1	\$2.00	-	\$2.00
BANNER(s)	Retractable Banners	2	2	\$150.00	-	\$300.00
Printing	5.5 x 8.5 Registration Form, Printed 1/Side	40	40	\$0.35	-	\$14.00

Fee	Description	Qty	Amount	Taxed	Total
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<b>Total Quantity</b>	46
<b>Item Total</b>	\$696.00
<b>Fees Total</b>	\$27.14
<b>Sub Total</b>	\$723.14
<b>Tax</b>	\$0.00
<b>Total Due</b>	\$723.14
<b>Paid</b>	\$723.14
<b>Outstanding</b>	\$0.00

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THANK YOU FOR THE OPPORTUNITY TO QUOTE ON YOUR PROJECT.

ARTWORK: Artwork created by Accurate Business Systems is the exclusive property of Accurate Business Systems. It cannot be printed or copied by any other source. We will supply viewable images which may be used on your website, but it will not be print-ready. Master files may be purchased upon request.

ALL SALES ARE FINAL.

#10  
8

Quote & Art Approval was approved

**Invoice #23509**

CRA Items

**PAID**

Thank you for your business!



**Accurate Business Systems, Inc**  
 20404 NE 15th Court  
 NORTH MIAMI BEACH, Florida 33179  
 7862856160  
<http://www.AccurateBizSys.com>  
[osbiz@yahoo.com](mailto:osbiz@yahoo.com)



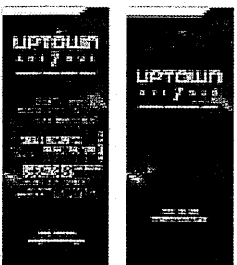
**Created** March 12, 2026  
**Customer Due Date** March 12, 2026  
**Invoice Date** March 12, 2026  
**Terms** Prepay  
**Payment Due Date** March 12, 2026  
**Total** \$664.96  
**Outstanding** \$0.00

**Customer Billing**

Uptown 7th Avenue CRA  
 305-509-5864  
[raja.salahuddin@nw79streetcra.gov](mailto:raja.salahuddin@nw79streetcra.gov)

**Customer Shipping**

Uptown 7th Avenue CRA

Category	Description	Qty	Items	Price	Taxed	Total
SIGNS	FOAM BOARD SIGNS 24x36, FOAM BOARD	1	1	\$40.00	-	\$40.00
						
BANNER(s)	7th Avenue 8x8 FABRIC Step & Repeat with STAND	1	1	\$300.00	-	\$300.00
						
BANNER(s)	Retractable Banners	2	2	\$150.00	-	\$300.00
						

Fee	Description
CC	Credit Card Fee

**Total Quantity** 4  
**Item Total** \$640.00  
**Fees Total** \$24.96

<b>Sub Total</b>	\$664.96
<b>Tax</b>	\$0.00
<b>Total Due</b>	\$664.96
<b>Paid</b>	\$664.96
<b>Outstanding</b>	\$0.00

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ALL SALES ARE FINAL.

**Payments**

---

**\$664.96**

March 25, 2026

**Approvals**

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Quote & Art  
Raja Salahuddin

Mar 25, 2026 • 5:53pm