



# UPTOWN A V E 7 N U E

COMMUNITY REDEVELOPMENT AGENCY

## Joint Board Meeting Agenda NW 79th Street CRA – NW 7th Avenue CRA

Wednesday, May 20, 2026 – 6:00 PM  
Arcola Lakes Branch Library – Conference Room  
8240 NW 7th Avenue, Miami, FL 33150

I. Call to Order

- Convening of Joint CRA Board Meeting

II. Roll Call

- Conducted by Executive Director
- Confirmation of quorum for each CRA

III. Reasonable Opportunity for the Public to be Heard — 2 minutes per speaker

IV. Approval of Agenda

V. Consent Agenda

- A. January 28, 2026 Joint Board Meeting Minutes

VI. Action Items

1. Approval of Amendments to the Amended and Restated By-Laws — Increase of Executive Director Procurement Authority Threshold from \$25,000 to \$50,000.
2. Resolution Designating Authorized Signers for the CRA Trust Fund Deposit Accounts at TD Bank, N.A.
3. Amendment to Executive Director Services Agreements — Increase of Monthly Reimbursement Threshold from \$1,500 to \$10,000.
4. Approval of Sole Source Procurement with Aclarian LLC for ERP Software, Implementation, and Financial Services.
5. Approval of Interlocal Agreements with the Miami-Dade Sheriff's Office — RENEW Community Engagement and Crime Prevention Program.
6. Approval of First-Mile / Last-Mile Community Circulator Pilot Program — Piggyback Agreement with Protransportation Inc. d/b/a ProKel Mobility.

VII. Executive Director Report

VIII. Attorney Report

IX. Adjournment



**NW 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
NW 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**

**JOINT CRA OFFICIAL BOARD MINUTES**

**Date: January 28, 2026**

**Time: 6pm**

**Location: Arcola Lakes Library  
8240 NW 7<sup>th</sup> Avenue, Miami, FL 33150**

I. Call to Order — The joint meeting of the NW 7<sup>th</sup> Avenue Community Redevelopment Agency and NW 79<sup>th</sup> Street Community Redevelopment Agency was called to order at 6:12 p.m.

II. Roll Call —

Executive Director Oupelle opened up the meeting by thanking the Members for their attendance. Chairwoman Rasha Cameau noted that this was the first joint meeting of the two CRAs and explained the rationale for the joint session: because the two CRAs are geographically adjacent and share an Executive Director, joint meetings increase efficiency and strategic coordination. It was explicitly clarified that the CRAs are not merged; they remain two separate legal entities with distinct budgets, redevelopment plans and geographic boundaries.

<b>NW 7<sup>th</sup> Avenue Members Present (5)</b>	Chairwoman	Vice-	Nadeige	Gene	Angela
	Rasha Cameau	Chairman Jeffy Mondesir	Theresias- Joisil	Lomando	Reyes

<b>NW 79<sup>th</sup> Street Members Present (4)</b>	Chairwoman	Vice-	Sandy	Nadege
	Rhenie Dalger	Chairman Gilbert St. Jean	Lila	Vilsaint

**NW 7<sup>th</sup> Avenue CRA:** Daniella Pierre was absent. A quorum was established.

**NW 79<sup>th</sup> Street CRA:** Tanisha “Wakumi” Douglas was absent. A quorum for was established.

Staff/Others Present:

Miami-Dade County -- Vivian Cao, Assistant Director, Chimene Graham, Business Analyst Manager, Office of Management & Budget (OMB) and Terrence Smith, Assistant County Attorney; MHCP COLAB -- Melissa Hege and Mathew Hege; NANA -- Leroy Jones, Alice Townsend; and Steven Zerkowitz, Taylor Duma LLP, Legal Counsel

III. Public Comment/ Reasonable Opportunity to be Heard —

The following audience members spoke expressing concerns regarding the lack of local stores, restaurants, the closure of parks, possible projects for funding consideration (Shoulder to Lean On and the Broadway Arts District) and the need for greater community engagement and transparency in the CRA planning process:

1. Cuthbert Broadway Harewood
2. Renita Holmes
3. Marion Brown
4. Representative, Shoulder to Lean on Corp.
5. Amir Williams
6. Seymour
7. Carl Bey
8. Petty Officer Bernard Lee
9. Gerald Reed
10. Maurice Luten

IV. Approval of Agenda —

**NW 7<sup>th</sup> Avenue CRA:** A Motion was made by Gene Lomando, with a Second from Nadeige Theresias-Joisil. *Motion passed.*

**NW 79<sup>th</sup> Street CRA:** A Motion was made by Sandy Lila, with a Second from Nadege Vilsaint. *Motion passed.*

V. Action Items —

A. Resolution No. CRA-01-2026 – Resolution Approving and Adopting the Amended and Restated By-laws

The By-laws for both CRAs were updated to reflect current governance structures and transition toward greater administrative independence. The new By-laws include a provision requiring Board members to attend at least one-half of all regularly scheduled meetings.

**NW 7<sup>th</sup> Avenue CRA:** A Motion to approve was made by Vice-Chair Mondesir, with a Second from Ms. Reyes. *Motion passed.*

**NW 79<sup>th</sup> Street CRA:** A Motion to approve was made by Ms. Lila, with a Second from Ms. Vilsaint. *Motion passed.*

B. Resolution No. CRA-02-2026 – Resolution Appointing a CRA Treasurer

In order to support financial independence and direct fund management, each board appointed a Treasurer to oversee financial reporting and bank accounts.

**NW 7<sup>th</sup> Avenue CRA:** A Motion wade made to nominate Angela Reyes as the Treasurer of the NW 7<sup>th</sup> Avenue CRA by Mr. Lomando, with a Second from Vice-Chair Mondesir. *Motion passed.*

**NW 79<sup>th</sup> Street CRA:** A Motion was made to nominate Sandy Lila as the Treasurer of the NW 79<sup>th</sup> Street CRA by Ms. Vilsaint, with a Second from Vice Chair Saint Jean. *Motion passed.*

C. Resolution No. CRA-03-2026 – Resolution Authorizing the Executive Director and CRA Attorney to Negotiate and Finalize an Agreement with TD Bank, N.A. to Provide Banking Services Under the Accessing Contracts from Other Government Entities Procurement Guidelines of Miami-Dade County

To further support financial independence, approval to open an independent CRA account for each CRA is being requested. A TD Bank representative provided an overview of business services to the Board.

**NW 7<sup>th</sup> Avenue CRA:** A Motion to approve was made by Ms. Theresias-Joisil, with a Second from Ms. Reyes. *Motion passed.*

**NW 79<sup>th</sup> Street CRA:** A Motion to approve was made by Ms. Lila, with a Second from Ms. Vilsaint. *Motion passed.*

- D. Resolution No. CRA-04-2026 – Resolution Instructing Miami-Dade County to Transfer All CRA Funds to the CRA Redevelopment Trust Fund Account with TD Bank, N.A. Upon the Request of the Executive Director No Later than Sept 30, 2026

**NW 7<sup>th</sup> Avenue CRA:** A Motion to approve was made by Vice-Chair Mondesir, with a Second from Mr. Lomando. *Motion passed.*

**NW 79<sup>th</sup> Street CRA:** A Motion to approve was made by Ms. Lila, with a Second from Ms. Vilsaint. *Motion passed.*

- E. Resolution No. CRA-05-2026 – Amendment to Professional Services Agreement with the Executive Director

The Executive Director requested a \$45,000 contract increase to retain an administrative assistant through September 30, 2026. Ms. Reyes inquired about the possible liability of hiring a consultant versus a direct employee; Mr. Zelkowitz, Board attorney, indicated that the current contract covers such risks.

**NW 7<sup>th</sup> Avenue CRA:** A Motion to approve was made by Vice-Chair Mondesir, with a Second from Ms. Theresias-Joisil. *Motion passed 4-1.*

**NW 79<sup>th</sup> Street CRA:** A Motion to approve was made by Ms. Lila, with a Second from Ms. Vilsaint. *Motion passed.*

VI. Executive Director’s Report —

- A. Development of Fiscal Policy and Standard Operating Procedures in Coordination with the Newly Appointed Treasurers
- B. Request for Proposals for Independent Financial Services Contractor to Provide Accounting, Accounts Receivable, Accounts Payable, Reconciliation, Financial Reporting and Audit Support Services

The Executive Director emphasized that the next steps involve drafting formal fiscal policies and identifying a firm to act as the CRA’s finance department to ensure transparency and oversight.

NW 7<sup>th</sup> Avenue CRA Chair Cameau reported that the 7<sup>th</sup> Avenue finding of necessity for expansion was recently approved by the BCC. Notably, an abandoned County building (141st St & NW 8th Ave) has been brought into the CRA boundaries. The building will be re-purposed to house CRA offices and County services, such as Code Compliance and the Tax Collector, with a projected 10-month renovation timeline. Mr. Lomando requested to be on the oversight committee for the construction phase, should one be established.

VII. Attorney’s Report —

The Board presented an appreciation award to Terrence A. Smith for his years of service as legal counsel; noting that Terrence was instrumental in writing the original Ordinances that created both CRAs.

VIII. Adjournment —

**NW 7<sup>th</sup> Avenue CRA:** A Motion to adjourn was made by Vice-Chair Mondesir, with a Second from Mr. Lomando. *Motion passed.*

**NW 79<sup>th</sup> Street CRA:** A Motion to adjourn was made by Ms. Lila, with a Second from Ms. Vilsaint. *Motion passed.*

Meeting was adjourned at 7:20pm. The next joint NW 7<sup>th</sup> Avenue and NW 79<sup>th</sup> Street CRA meeting is scheduled for April 29, 2026.

**Action Item 1** - Approval of Amendments to the Amended and Restated By-Laws — Increase of Executive Director Procurement Authority Threshold from \$25,000 to \$50,000.

**RESOLUTION NO. CRA-10-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND ADOPTING THE AMENDED AND RESTATED BY-LAWS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, the Board of Commissioners previously approved the By-Laws of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”); and

**WHEREAS**, on January 28, 2026, pursuant to Resolution No. CRA-01-2026, the Board of Commissioners of the CRA approved the Amended and Restated By-Laws of the CRA; and

**WHEREAS**, the Board of Commissioners of the CRA desires to approve and adopt the Amended and Restated By-Laws of the CRA, in the form attached hereto as Exhibit “A” and by this reference made a part hereof.

**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 and Adoption of Amended and Restated By-Laws.** The Amended and Restated By-Laws in the form attached hereto as Exhibit “A” are hereby approved and adopted. The Amended and Restated By-Laws replace and supersede the previously approved By-Laws.

**Section 3. Effective Date.** This resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 20<sup>th</sup> day of May, 2026.

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Rhenie Dalger  
Chair

ATTEST:

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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)



**Date:** May 20, 2026

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Casneve Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Approval of Amendments to the Amended and Restated By-Laws — Increase of Executive Director Purchasing Authority Threshold from \$25,000 to \$50,000.

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### **Recommendation**

It is recommended that the Board of Commissioners of the NW 7th Avenue and NW 79th Street Community Redevelopment Agencies each adopt, by a two-thirds affirmative vote of Commissioners present, amendments to Articles 4.3, 5.7, and 5.8 of their respective Amended and Restated By-Laws to increase the Executive Director's procurement, disbursement, and check signing authority threshold from \$25,000 to \$50,000.

### **Fiscal Impact**

There is no fiscal impact associated with the approval of this item.

### **Delegation of Authority**

Upon approval, the Executive Director or designee shall be authorized to implement the newly adopted bylaws, including updating all internal procedures and operational documents to reflect the governing provisions therein.

### **Background**

The proposed amendment increases the threshold to \$50,000 across all three applicable articles, 4.3, 5.7, and 5.8, providing the Executive Director with sufficient administrative authority to carry out Board-approved programs and budgets efficiently while preserving the Board's oversight role for all expenditures above that amount. Both the NW 7th Avenue and NW 79th Street Community Redevelopment Agencies have adopted identical bylaws language, and this amendment applies equally to both Agencies. All existing accountability safeguards remain in place, including the requirement for the Treasurer's co-signature on all disbursements exceeding the revised threshold, Board approval by motion for all contracts and expenditures above \$50,000, and the Chair's ultimate approval authority over all such actions, consistent with applicable procurement requirements.

### **Attachment**

Amended and Restated Bylaws – Redlined  
Amended and Restated Bylaws – Clean

AMENDED AND RESTATED BY-LAWS  
OF THE  
NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

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AMENDED AND RESTATED BY-LAWS  
OF THE  
NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
  
(A Community Redevelopment Agency  
Created Pursuant to Chapter 163, Part III, Florida Statutes)

These Amended and Restated By-Laws amend and restate the By-Laws of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency approved pursuant to Resolution No. CRA-10-2026 on May 20, 2026. These By-Laws address the administration and management of the North Miami Community Redevelopment Agency. If a conflict arises between these By-Laws and any provision of Florida Statutes including Chapter 163, Part III, Florida Statutes, and/or that certain Interlocal Cooperation Agreement dated September 12, 2025, by and between Miami-Dade County (the County”) and the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency then, in that event, Florida Statutes or the Interlocal Cooperation Agreement, as applicable, shall prevail. All powers not specifically delegated to the CRA pursuant to the Interlocal Cooperation Agreement are reserved exclusively by the County.

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ARTICLE 1

GENERAL

1.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the County, as the governing body, established a community redevelopment agency known as Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (the “CRA”).

1.2 Purpose and Objectives. The purpose of the CRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within the Community Redevelopment Area.

1.3 Seal. The CRA shall have a seal that shall be circular in form and shall bear the name of the CRA. The Secretary shall be the custodian of the Seal.

1.4 Members and Terms. The County, as governing body of the CRA, shall designate the Board members and their terms by resolution approved by the Board of County Commissioners. The Board shall consist of not fewer than five (5) or more than nine (9) Commissioners. The terms of office of each Commissioner shall be four (4) years. A vacancy occurring during a term shall be filled for the un-expired term. Each Commissioner shall hold office until his or her successor has been appointed and has qualified. The County may remove a Commissioner for inefficiency, neglect of duty or misconduct in office only after a hearing and only if that Commissioner has been given a copy of the charges at least ten (10) days prior to such hearing and has had an

opportunity to be heard in person or by counsel. Reference to the members of the CRA as a whole shall be "Board of Commissioners", "Commissioners," or "CRA Board". An individual member of the CRA shall be referred to as a "Commissioner".

1.5 Compensation. The Commissioners shall serve without compensation from the CRA, but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the CRA. Requests for reimbursement shall be subject to the requirements of applicable law.

## ARTICLE 2

### OFFICERS AND EMPLOYEES

2.1 Officers. The officers of the CRA shall be a Chair, Vice-Chair and the Commissioners.

2.2 Chair. The County, as governing body of the CRA, shall designate the Chair of the CRA by resolution approved by the Board of County Commissioners. The Chair shall preside at all meetings of the CRA and shall have general supervision, direction and control over the business and operations of the CRA.

2.3 Vice-Chair. The County, as governing body of the CRA, shall designate the Vice-Chair of the CRA by resolution approved by the Board of County Commissioners. The Vice-Chair shall, in the absence, disqualification, resignation, death, or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair.

2.4 Executive Director. The Board shall appoint and set the compensation for an Executive Director of the CRA.

2.4.1. General. The Executive Director shall be the Chief Executive Officer of the CRA.

2.4.2. Responsibility. The Executive Director shall be responsible for the day to day administrative activities of the CRA, including agenda preparation, coordination with the CRA General Counsel and CRA staff; hiring, supervising and terminating employees; be responsible for the effectuation of the CRA's policies, the authorization and certification of budgets and related documents involved in the financial affairs of the CRA; be responsible for negotiating development agreements, public private partnerships and real property transactions for the CRA; coordinate redevelopment efforts with federal, state, County and local governments including other community redevelopment agencies; be responsible for CRA project coordination and staffing CRA meetings and workshops; direct multi-faceted loan or incentive programs and all other activities of the CRA, including the supervision of staff and consultants to the CRA.

2.4.3. Property Negotiations. The Executive Director may evaluate and

negotiate for the CRA to acquire and dispose of appropriate parcels of real property in accordance with approved CRA redevelopment plans, applicable law and CRA actions.

2.5 Secretary. The Board shall appoint one of the Commissioners as the Secretary of the CRA. The Secretary shall perform or be responsible for supervision of performance of the following functions: keeping the records of the CRA; recording minutes of the meetings of the CRA and recording all votes; keeping a journal of proceedings of the CRA; keeping in safe custody the seal of the CRA and with the power to affix such seal to all contracts and instruments authorized to be executed by the CRA and to all necessary certifications of records of official proceedings; maintain a record of all official proceedings of the County relevant to the CRA; and such other duties as the CRA shall determine and assign. The Secretary shall serve without compensation; provided however, the CRA may engage and pay third parties to perform certain of the Secretary's services.

2.6 Treasurer. The Board shall appoint one of the Commissioners as the Treasurer of the CRA. [The Treasurer shall serve as an authorized signatory on the bank accounts of the CRA as set forth in Section 5.8.](#) The Treasurer shall keep the financial records of the CRA's operating budget; keep full and accurate accounts of receipts and disbursements of the CRA; have custody of all operating funds of the CRA; assist the Executive Director in the preparation of a proposed budget; make and file all financial reports and statements necessary to be made and filed by the CRA pursuant to provisions of Chapter 163, Part III, Florida Statutes; and file such reports and statements with the Executive Director and Secretary of the CRA, and all appropriate State and local government agencies. The Treasurer shall serve without compensation, provided however, the CRA may engage and pay third parties to perform certain of the Treasurer's services.

2.7 General and Special Counsel. The Board shall appoint and set compensation for the CRA General Counsel who shall attend all meetings of the CRA and shall be responsible for the oversight of the CRA's legal affairs. The General Counsel shall have the ability to select and set compensation, subject to Board approval as to compensation, for any Special Counsel and consultants as it deems necessary and appropriate, who shall work under the general supervision of the General Counsel.

2.8 Employees, Agents and Consultants.

2.8.1. Hiring. The CRA may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as it deems necessary. Except as otherwise provided in these By-Laws or applicable law, the CRA Board is empowered to approve employment contracts, professional services agreements and other consulting contracts under such terms and conditions and durations as it deems appropriate to carrying out the purpose and objectives of the CRA.

2.8.2. Employment and Personnel Policies. The CRA shall provide personnel services to its employees either directly or through approved third party service

providers which shall include but not be limited to, staff recruitment, training and compliance; record retention with respect to personnel actions and such other personnel services as may be needed. All employees of the CRA shall be entitled to participate in all benefit programs. The CRA shall adopt Personnel Policies and amend or adjust these policies from time to time with approval of the Executive Director in a manner that best suits the CRA.

2.9 Policies and Procedures. The CRA shall adopt a Standard Operating Procedures Manual (SOP). This Manual should be updated periodically as material changes occur, such as an updated plan, or changes in state, county and local laws that might affect the operations of the CRA. The Manual shall adopt the County's Procurement, Finance and Human Resources Policies and Procedures as such may be amended from time to time, and as required by applicable law. The CRA reserves the right to amend or adjust these policies as they pertain to the CRA in writing and with approval of the Executive Director in a manner that best suits the CRA.

### ARTICLE 3

#### MEETINGS

3.1 Regular Meetings. The CRA shall hold a regular meeting at least four times each fiscal year on a day and at a time and place to be designated from time to time by the Board.

3.2 Special Meetings. The Chair, the Executive Director or any other two (2) Directors of the CRA may require the calling of a special meeting at a reasonable time and place by requesting the Executive Director to arrange for and give notice of such special meeting.

3.3 Emergency Meetings. Emergency meetings of the CRA may be called at any time and place by the Chair, the Executive Director or by a majority of the Board providing personal or telephonic notice to Board, specifying the time and place of the emergency meeting and the business to be transacted. No other business shall be considered at such meeting.

3.4 Notice of Meetings. The Executive Director will mail or deliver written notice of each regular meeting to the Board at least seven (7) prior to such meeting, which notice may be an omnibus notice of all meetings for the fiscal year. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting. The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting. Notice of all special and regular meetings shall be provided to the public, appropriate County officials and the news media. Notice of emergency meetings shall be provided to the public, appropriate County officials and the news media as is reasonable under the circumstances. The Executive Director, following consultation with the Chair, shall prepare the agenda and make every effort to deliver a complete agenda to the Board no later than three (3) days prior to the regular meeting. Agendas for special and

emergency meetings and workshops will be distributed in as timely a manner as possible. The agenda, as well as reports and standard agreements that are part of the back-up documentation, shall be available for review by the public.

3.5 Quorum and Voting. A majority of the CRA Board shall constitute a quorum for the purpose of conducting business. When a quorum is present, the CRA may act by a vote of a majority of the Commissioners present, unless otherwise provided by law or these By-Laws. If any meeting cannot be conducted because a quorum is not present, the Commissioners who are present may adjourn the meeting to a time certain, and notice of such adjourned meeting shall be given to each Commissioner.

3.6 Recessed and Continued Meetings. When a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is recessed to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

3.7 Attendance by Commissioners. Commissioners shall attend at least one half of all regularly scheduled meetings annually as calculated from the date of initial appointment. No member shall miss two (2) consecutive regularly scheduled meetings without an acceptable excuse. An acceptable excuse is defined as an absence for medical, business, personal, or any other reason which the CRA, by a two-thirds vote of the membership, deems acceptable.

3.8 Rules of Order. Except as provided by these By-Laws or applicable law, all meetings shall be conducted in accordance with the procedures approved and utilized by the County; provided, however, in the absence of any applicable procedure of the County, then the most recent Edition of Robert's Rules of Order, Revised, shall apply.

#### ARTICLE 4

#### CONTRACTS

4.1 Execution of Instruments. Legal instruments of the CRA shall be executed by the Executive Director and the form of any such instrument shall be previously approved by the General Counsel or duly authorized designee provided; however, that where by resolution of the Board, the execution of instruments is delegated to another person, such instrument may be executed in the manner provided by such resolution. Notwithstanding the foregoing, Board approval is not required for, and the Executive Director is authorized to execute all legal instruments on behalf of the CRA, which (a) are not a result of the appropriations process and are in the best interest of the CRA, and (b) do not exceed his or her purchasing authority.

4.2 Real Property Acquisition and Disposition. The acquisition, conveyance and leasing of real property by the CRA shall be done in accordance with Section

163.380, Florida Statutes, titled "Disposal of Property in the Community Redevelopment Area" as may be amended from time to time.

4.3 Purchasing Goods and Services. Except for employment contracts as provided for elsewhere in these By-Laws, and for purchases that must be made under specific requirements of law or the CRA Board, the Executive Director or his/her written designee(s) may procure goods or services up to and including Fifty Thousand Dollars (\$50,000), per purchase or contractual agreement and up to and including Fifty Thousand Dollars (\$50,000), for consulting services. It is the intent of this provision that the amount of disbursement to a vendor providing goods or a contractor providing services not singularly or cumulatively exceed Fifty Thousand Dollars (\$50,000), or Fifty Thousand Dollars (\$50,000), for consulting services, without the approval by motion of the CRA Board. The CRA Board must approve by motion all procurements for goods or services in excess of Fifty Thousand Dollars (\$50,000), and Fifty Thousand Dollars (\$50,000), for consulting services. Except as provided, nothing contained herein is intended to limit the authority of the Executive Director or the CRA Board from procuring goods or services under the terms and conditions of a third-party contract procured by another unit of state or local government when deemed in the best interest of the CRA.

**Deleted:** Twenty Five Thousand Dollars (\$25,000)

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## ARTICLE 5

### FISCAL MATTERS

5.1 Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of each year.

5.2 Budget. The Executive Director shall prepare an annual budget and work program for the CRA's approval for each fiscal year, and such other budgets as the Commissioners may determine. The CRA shall not expend any funds other than those in the budget or otherwise authorized by the Board, provided that the Commissioners shall have the power to amend its budget as may from time to time be necessary.

5.3 Accounting Practices. The CRA shall comply with applicable Florida law and all regulations of the Florida Department of Financial Services, or its successor, regarding uniform accounting practices and procedures for units of local government.

5.4 Annual Audit. The Executive Director shall arrange for an independent financial audit of the Redevelopment Trust Fund each fiscal year and a report of such audit by an independent certified public accountant in accordance with the provisions of Section 163.387(8), Florida Statutes. The CRA shall provide a copy of such report to each taxing authority contributing to the Redevelopment Trust Fund. The auditors shall be selected by the Board.

5.5 Annual Report. The CRA shall file with the County, and all Taxing Authorities on or before March 31 of each year, a report of its activities for the preceding fiscal year in accordance with the provisions of Section 163.371(2), Florida Statutes.

At the time of filing this report, the CRA shall publish in a newspaper of general circulation in the County a notice to the effect that such report has been filed with the County and that the report is available for inspection during business hours in the CRA's office.

5.6 Bonding of Officers and Employees. The CRA may require that any or all Commissioners and employees be required to post bond for faithful performance of duty. The CRA shall pay bonding costs for all such bonds it requires. The Executive Director shall be bonded in an amount not less than the amount that the Executive Director is authorized to procure goods or services without the approval of the CRA Board.

5.7 Maintenance and Disbursement of Funds. All funds of the CRA shall be used only for purposes permitted by applicable law. Funds shall be distributed only at the direction or with the approval of the CRA Board or as provided for in accordance with these By-Laws, and pursuant to an adopted budget. All funds disbursed shall be supported by appropriate requisitions signed by the Executive Director. Notwithstanding the foregoing, except for employee compensation, no single or cumulative obligation requiring a disbursement in excess of Fifty Thousand Dollars (\$50,000), to any one individual, person or corporate entity shall be made unless specifically approved by the CRA Board.

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5.8 Supervision of Accounts. The Executive Director, subject to the direction of the CRA Board, shall have control and be responsible for the internal supervision and control of the accounts of the CRA. The Executive Director may assign a member of the CRA staff to assist in carrying out this responsibility. The Executive Director may not delegate the power to sign checks or otherwise disburse the funds of the CRA; provided, the Board may approve a designee recommended by the Executive Director under such terms and circumstances, including the absence or incapacitation of the Executive Director, as may be prescribed. The Executive Director or their designee shall have the authority to sign all checks or authorize all electronic fund transfers to pay for the obligations of the CRA as provided in accordance with these By-Laws, the approved budget, approved contracts, and the specific actions of the CRA. All checks or disbursements of funds in excess of Fifty Thousand Dollars (\$50,000), shall have the additional signature of the Treasurer,

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### ADVISORY COMMITTEES

6.1 Power to Create. The CRA Board may, by resolution, create any committee or board to act in an advisory capacity to the CRA as shall be deemed necessary to carry out the functions, purposes and objectives of the CRA. The resolution establishing such committee or board shall set forth its specific powers and duties, the number and qualification of its members, the method of appointment and term of its members, and the minimum rules, regulations and reporting requirements upon which it shall operate. The resolution shall provide for an effective date. Unless otherwise delegated, by resolution, the CRA Board shall appoint all

members to committees or advisory boards that it shall create. The CRA Board may, by resolution, abolish any existing committee or board and transfer, if deemed appropriate, its duties to any other committee or board or employee of the CRA.

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##### AMENDMENTS

7.1 Amending. The By-Laws of the CRA may be amended at a public hearing of the proposed amendments, with the amendment adopted by an affirmative vote of no less than two thirds of the Commissioners present at a regular or special meeting of the CRA Board. No such amendment shall be adopted unless at least two (2) days written notice thereof has been previously given to the Commissioners.

#### ARTICLE 8

##### INDEMNIFICATION AND INSURANCE

8.1 Indemnification of the CRA, its Commissioners, Officers, and Employees. The CRA shall indemnify its Commissioners, officers, employees or other persons serving at the request of the CRA in connection with any action, suit or proceeding, civil or criminal, actual or threatened, to which he or she shall be made a party or is threatened to be made a party by reason of his or her being or having been, or by reason of any actual or alleged acts performed or omitted to be performed in connection with his being or having been a Commissioners, officer or employee of the CRA or person serving at the request of the CRA against all expenses (including, but not limited to, attorney's fees, judgments and payments in settlement) actually incurred; provided, however, that no person shall be so indemnified or reimbursed in relation to any matter in such action, suit or proceeding as to which he or she shall finally be adjudged to have been guilty of a criminal act or liable for gross negligence or willful misconduct in the performance of his or her duties to the CRA; and provided further, that no person shall be so indemnified or reimbursed in relation to any matters in such action, suit or proceeding which has been made the subject of a compromise settlement except with the approval of a court of competent jurisdiction, or the CRA acting by vote of Commissioners not parties to the same or substantially the same action, suit or proceeding, constituting a majority of the remaining Commissioners. The foregoing right of indemnification or reimbursement shall not be exclusive of other rights to which such person, his heirs, executors or administrators may be entitled as a matter of law.

8.2 Insurance. The CRA may purchase insurance for indemnifying its Commissioners, officers, employees and other persons serving at the request of the CRA to the extent that such indemnification is allowed in Section 8.1 herein. The CRA may purchase other insurance, including liability and hazard insurance, as it deems necessary and appropriate.

ARTICLE 9

CODE OF ETHICS, CONFLICT OF INTEREST, GOVERNMENT IN THE  
SUNSHINE, AND PUBLIC RECORDS

9.1 Code of Ethics. All Commissioners shall comply with all applicable state and local Code of Ethics governing financial interest, ownership or other business disclosure and conflict of interest rules.

9.2 Conflict of Interest. All Commissioners shall abide by the Florida Statutes and the Code of Miami-Dade County regarding conflicts of interest. Notwithstanding this, Commissioners are governed by all other sections of the Conflict of Interest and Code of Ethics ordinance. Commissioners with a conflict of interest must recuse themselves from voting. If a Commissioner believes he or she has a conflict of interest, said Commissioner shall seek a written opinion from the Miami-Dade Commission on Ethics and Public Trust and/or the State of Florida Commission on Ethics.

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9.4 Public Records. The CRA shall comply with the Florida Public Records Act codified at Chapter 119 of the Florida Statutes. It is the policy of the Agency's records are open for personal inspection and copying by any person with the exception of any exempt or confidential records which shall not be disclosed except as otherwise permitted by law.

Adopted on May 20, 2026, by the CRA Board of Commissioners of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency.

Deleted: January 28

AMENDED AND RESTATED BY-LAWS  
OF THE  
NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

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AMENDED AND RESTATED BY-LAWS  
OF THE  
NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

(A Community Redevelopment Agency  
Created Pursuant to Chapter 163, Part III, Florida Statutes)

These Amended and Restated By-Laws amend and restate the By-Laws of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency approved pursuant to Resolution No. CRA-10-2026 on May 20, 2026. These By-Laws address the administration and management of the North Miami Community Redevelopment Agency. If a conflict arises between these By-Laws and any provision of Florida Statutes including Chapter 163, Part III, Florida Statutes, and/or that certain Interlocal Cooperation Agreement dated September 12, 2025, by and between Miami-Dade County (the County”) and the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency then, in that event, Florida Statutes or the Interlocal Cooperation Agreement, as applicable, shall prevail. All powers not specifically delegated to the CRA pursuant to the Interlocal Cooperation Agreement are reserved exclusively by the County.

ARTICLE 1

GENERAL

1.1 Establishment and Name. Pursuant to Chapter 163, Part III, Florida Statutes, the County, as the governing body, established a community redevelopment agency known as Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (the “CRA”).

1.2 Purpose and Objectives. The purpose of the CRA is to formulate a workable program for utilizing appropriate private and public resources to eliminate and prevent the development or spread of slum and blighted areas within the Community Redevelopment Area.

1.3 Seal. The CRA shall have a seal that shall be circular in form and shall bear the name of the CRA. The Secretary shall be the custodian of the Seal.

1.4 Members and Terms. The County, as governing body of the CRA, shall designate the Board members and their terms by resolution approved by the Board of County Commissioners. The Board shall consist of not fewer than five (5) or more than nine (9) Commissioners. The terms of office of each Commissioner shall be four (4) years. A vacancy occurring during a term shall be filled for the un-expired term. Each Commissioner shall hold office until his or her successor has been appointed and has qualified. The County may remove a Commissioner for inefficiency, neglect of duty or misconduct in office only after a hearing and only if that Commissioner has been given a copy of the charges at least ten (10) days prior to such hearing and has had an

opportunity to be heard in person or by counsel. Reference to the members of the CRA as a whole shall be "Board of Commissioners", "Commissioners," or "CRA Board". An individual member of the CRA shall be referred to as a "Commissioner".

1.5 Compensation. The Commissioners shall serve without compensation from the CRA, but shall be entitled to reimbursement for their actual and necessary expenses incurred in the discharge of their duties for the CRA. Requests for reimbursement shall be subject to the requirements of applicable law.

## ARTICLE 2

### OFFICERS AND EMPLOYEES

2.1 Officers. The officers of the CRA shall be a Chair, Vice-Chair and the Commissioners.

2.2 Chair. The County, as governing body of the CRA, shall designate the Chair of the CRA by resolution approved by the Board of County Commissioners. The Chair shall preside at all meetings of the CRA and shall have general supervision, direction and control over the business and operations of the CRA.

2.3 Vice-Chair. The County, as governing body of the CRA, shall designate the Vice-Chair of the CRA by resolution approved by the Board of County Commissioners. The Vice-Chair shall, in the absence, disqualification, resignation, death, or disability of the Chair, or at the Chair's direction, exercise the functions of the Chair.

2.4 Executive Director. The Board shall appoint and set the compensation for an Executive Director of the CRA.

2.4.1. General. The Executive Director shall be the Chief Executive Officer of the CRA.

2.4.2. Responsibility. The Executive Director shall be responsible for the day to day administrative activities of the CRA, including agenda preparation, coordination with the CRA General Counsel and CRA staff; hiring, supervising and terminating employees; be responsible for the effectuation of the CRA's policies, the authorization and certification of budgets and related documents involved in the financial affairs of the CRA; be responsible for negotiating development agreements, public private partnerships and real property transactions for the CRA; coordinate redevelopment efforts with federal, state, County and local governments including other community redevelopment agencies; be responsible for CRA project coordination and staffing CRA meetings and workshops; direct multi-faceted loan or incentive programs and all other activities of the CRA, including the supervision of staff and consultants to the CRA.

2.4.3. Property Negotiations. The Executive Director may evaluate and

negotiate for the CRA to acquire and dispose of appropriate parcels of real property in accordance with approved CRA redevelopment plans, applicable law and CRA actions.

2.5 Secretary. The Board shall appoint one of the Commissioners as the Secretary of the CRA. The Secretary shall perform or be responsible for supervision of performance of the following functions: keeping the records of the CRA; recording minutes of the meetings of the CRA and recording all votes; keeping a journal of proceedings of the CRA; keeping in safe custody the seal of the CRA and with the power to affix such seal to all contracts and instruments authorized to be executed by the CRA and to all necessary certifications of records of official proceedings; maintain a record of all official proceedings of the County relevant to the CRA; and such other duties as the CRA shall determine and assign. The Secretary shall serve without compensation; provided however, the CRA may engage and pay third parties to perform certain of the Secretary's services.

2.6 Treasurer. The Board shall appoint one of the Commissioners as the Treasurer of the CRA. The Treasurer shall serve as an authorized signatory on the bank accounts of the CRA as set forth in Section 5.8. The Treasurer shall keep the financial records of the CRA's operating budget; keep full and accurate accounts of receipts and disbursements of the CRA; have custody of all operating funds of the CRA; assist the Executive Director in the preparation of a proposed budget; make and file all financial reports and statements necessary to be made and filed by the CRA pursuant to provisions of Chapter 163, Part III, Florida Statutes; and file such reports and statements with the Executive Director and Secretary of the CRA, and all appropriate State and local government agencies. The Treasurer shall serve without compensation, provided however, the CRA may engage and pay third parties to perform certain of the Treasurer's services.

2.7 General and Special Counsel. The Board shall appoint and set compensation for the CRA General Counsel who shall attend all meetings of the CRA and shall be responsible for the oversight of the CRA's legal affairs. The General Counsel shall have the ability to select and set compensation, subject to Board approval as to compensation, for any Special Counsel and consultants as it deems necessary and appropriate, who shall work under the general supervision of the General Counsel.

## 2.8 Employees, Agents and Consultants.

2.8.1. Hiring. The CRA may hire, retain, and engage such employees, agents, consultants, experts, attorneys and specialists, as it deems necessary. Except as otherwise provided in these By-Laws or applicable law, the CRA Board is empowered to approve employment contracts, professional services agreements and other consulting contracts under such terms and conditions and durations as it deems appropriate to carrying out the purpose and objectives of the CRA.

2.8.2. Employment and Personnel Policies. The CRA shall provide personnel services to its employees either directly or through approved third party service

providers which shall include but not be limited to, staff recruitment, training and compliance; record retention with respect to personnel actions and such other personnel services as may be needed. All employees of the CRA shall be entitled to participate in all benefit programs. The CRA shall adopt Personnel Policies and amend or adjust these policies from time to time with approval of the Executive Director in a manner that best suits the CRA.

2.9 Policies and Procedures. The CRA shall adopt a Standard Operating Procedures Manual (SOP). This Manual should be updated periodically as material changes occur, such as an updated plan, or changes in state, county and local laws that might affect the operations of the CRA. The Manual shall adopts the County's Procurement, Finance and Human Resources Policies and Procedures as such may be amended from time to time, and as required by applicable law. The CRA reserves the right to amend or adjust these policies as they pertain to the CRA in writing and with approval of the Executive Director in a manner that best suits the CRA.

### ARTICLE 3

#### MEETINGS

3.1 Regular Meetings. The CRA shall hold a regular meeting at least four times each fiscal year on a day and at a time and place to be designated from time to time by the Board.

3.2 Special Meetings. The Chair, the Executive Director or any other two (2) Directors of the CRA may require the calling of a special meeting at a reasonable time and place by requesting the Executive Director to arrange for and give notice of such special meeting.

3.3 Emergency Meetings. Emergency meetings of the CRA may be called at any time and place by the Chair, the Executive Director or by a majority of the Board providing personal or telephonic notice to Board, specifying the time and place of the emergency meeting and the business to be transacted. No other business shall be considered at such meeting.

3.4 Notice of Meetings. The Executive Director will mail or deliver written notice of each regular meeting to the Board at least seven (7) prior to such meeting, which notice may be an omnibus notice of all meetings for the fiscal year. Written notice of any special meeting shall be mailed or delivered at least two (2) days prior to such meeting. The notice of any special meeting shall set forth the purpose of the special meeting and no other business shall be conducted at that meeting. Notice of all special and regular meetings shall be provided to the public, appropriate County officials and the news media. Notice of emergency meetings shall be provided to the public, appropriate County officials and the news media as is reasonable under the circumstances. The Executive Director, following consultation with the Chair, shall prepare the agenda and make every effort to deliver a complete agenda to the Board no later than three (3) days prior to the regular meeting. Agendas for special and

emergency meetings and workshops will be distributed in as timely a manner as possible. The agenda, as well as reports and standard agreements that are part of the back-up documentation, shall be available for review by the public.

3.5 Quorum and Voting. A majority of the CRA Board shall constitute a quorum for the purpose of conducting business. When a quorum is present, the CRA may act by a vote of a majority of the Commissioners present, unless otherwise provided by law or these By-Laws. If any meeting cannot be conducted because a quorum is not present, the Commissioners who are present may adjourn the meeting to a time certain, and notice of such adjourned meeting shall be given to each Commissioner.

3.6 Recessed and Continued Meetings. When a meeting having been set and noticed under the provisions of these By-Laws and during the course of said meeting is recessed to a future time and place certain, there shall be no requirements for giving of notice of the time and place of continuation of said meeting other than the announcement thereof at said meeting.

3.7 Attendance by Commissioners. Commissioners shall attend at least one half of all regularly scheduled meetings annually as calculated from the date of initial appointment. No member shall miss two (2) consecutive regularly scheduled meetings without an acceptable excuse. An acceptable excuse is defined as an absence for medical, business, personal, or any other reason which the CRA, by a two-thirds vote of the membership, deems acceptable.

3.8 Rules of Order. Except as provided by these By-Laws or applicable law, all meetings shall be conducted in accordance with the procedures approved and utilized by the County; provided, however, in the absence of any applicable procedure of the County, then the most recent Edition of Robert's Rules of Order, Revised, shall apply.

## ARTICLE 4

### CONTRACTS

4.1 Execution of Instruments. Legal instruments of the CRA shall be executed by the Executive Director and the form of any such instrument shall be previously approved by the General Counsel or duly authorized designee provided; however, that where by resolution of the Board, the execution of instruments is delegated to another person, such instrument may be executed in the manner provided by such resolution. Notwithstanding the foregoing, Board approval is not required for, and the Executive Director is authorized to execute all legal instruments on behalf of the CRA, which (a) are not a result of the appropriations process and are in the best interest of the CRA, and (b) do not exceed his or her purchasing authority.

4.2 Real Property Acquisition and Disposition. The acquisition, conveyance and leasing of real property by the CRA shall be done in accordance with Section

163.380, Florida Statutes, titled "Disposal of Property in the Community Redevelopment Area" as may be amended from time to time.

4.3 Purchasing Goods and Services. Except for employment contracts as provided for elsewhere in these By-Laws, and for purchases that must be made under specific requirements of law or the CRA Board, the Executive Director or his/her written designee(s) may procure goods or services up to and including Fifty Thousand Dollars (\$50,000) per purchase or contractual agreement and up to and including Fifty Thousand Dollars (\$50,000) for consulting services. It is the intent of this provision that the amount of disbursement to a vendor providing goods or a contractor providing services not singularly or cumulatively exceed Fifty Thousand Dollars (\$50,000), or Fifty Thousand Dollars (\$50,000) for consulting services, without the approval by motion of the CRA Board. The CRA Board must approve by motion all procurements for goods or services in excess of Fifty Thousand Dollars (\$50,000), and Fifty Thousand Dollars (\$50,000) for consulting services. Except as provided, nothing contained herein is intended to limit the authority of the Executive Director or the CRA Board from procuring goods or services under the terms and conditions of a third-party contract procured by another unit of state or local government when deemed in the best interest of the CRA.

## ARTICLE 5

### FISCAL MATTERS

5.1 Fiscal Year. The fiscal year of the CRA shall begin on October 1 and end on September 30 of each year.

5.2 Budget. The Executive Director shall prepare an annual budget and work program for the CRA's approval for each fiscal year, and such other budgets as the Commissioners may determine. The CRA shall not expend any funds other than those in the budget or otherwise authorized by the Board, provided that the Commissioners shall have the power to amend its budget as may from time to time be necessary.

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members to committees or advisory boards that it shall create. The CRA Board may, by resolution, abolish any existing committee or board and transfer, if deemed appropriate, its duties to any other committee or board or employee of the CRA.

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Adopted on May 20, 2026, by the CRA Board of Commissioners of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency.

**Action Item 2** - Resolution Designating Authorized Signers  
for the CRA Trust Fund Deposit Accounts at TD Bank, N.A.

**RESOLUTION NO. CRA-11-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE TREASURER AND THE EXECUTIVE DIRECTOR TO EXECUTE AND DELIVER SIGNATURE CARDS AND GOVERNMENTAL ENTITY CERTIFICATE OF RESOLUTION FOR THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY ACCOUNTS HELD AT TD BANK, N.A.; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on January 28, 2026, pursuant to Resolution No. CRA-03-2026, the Board of Commissioners of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”) approved the negotiation, finalization and execution of an Agreement with TD Bank, N.A. (“TD Bank”) to provide banking and related ancillary services to the CRA; and

**WHEREAS**, to finalize the opening of the CRA’s accounts with TD Bank, the CRA staff has requested the Board of Commissioners of the CRA to authorize the Treasurer and Executive Director of the CRA to execute and deliver signature cards, a Governmental Entity Certificate of Resolution and all other documents required by TD Bank for the CRA’s Redevelopment Trust Fund account and any other checking/operating/savings/money market accounts; and

**WHEREAS**, the Chair and Board Members of the CRA desire to authorize the execution and delivery by the Treasurer and Executive Director to TD Bank of signature cards, a Governmental Entity Certificate of Resolution and all other documents required by TD Bank for the CRA’s Redevelopment Trust Fund account and any other checking/operating/savings/money market accounts.

**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 the Treasurer and Executive Director.** The Treasurer and Executive Director are hereby authorized to execute and deliver to TD Bank signature cards, a Governmental Entity Certificate of Resolution and all other documents required by TD Bank for the CRA’s Redevelopment Trust Fund account and any other checking/operating/savings/money market accounts.

**Section 3. Effective Date.** This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 20<sup>th</sup> day of May, 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)



**Date:** May 20, 2026

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Casneve Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Resolution Designating Authorized Signers for the NW 7th Avenue and NW 79th Street Community Redevelopment Agency Trust Fund Deposit Accounts at TD Bank, N.A.

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### **Recommendation**

It is recommended that the Board of Commissioners of the NW 7th Avenue and NW 79th Street Community Redevelopment Agencies approve the designation of the Board Treasurer and Executive Director of each respective Agency as the authorized signers for each Agency's Trust Fund deposit accounts at TD Bank, N.A., whose names and signatures shall be reflected in the TD Bank, N.A. Governmental Entity Certificate of Resolution executed pursuant to this approval.

### **Fiscal Impact**

There is no fiscal impact associated with the approval of this item.

### **Delegation of Authority**

Upon Board approval, the Executive Director is authorized to execute the TD Bank, N.A. Governmental Entity Certificate of Resolution for each Agency and complete all required account documentation necessary to formally designate the authorized signers.

### **Background**

The Board previously approved TD Bank, N.A. as the official depository institution for both the NW 7th Avenue and NW 79th Street Community Redevelopment Agency Trust Funds in January 2026 through a piggyback procurement on an existing competitively solicited governmental contract, RFP No. 53-19-20. To complete the account activation process, TD Bank, N.A. requires a formal Board resolution designating the authorized signers for each Agency's deposit accounts. The actual names and signatures of the designated signers will be captured in the TD Bank, N.A. Governmental Entity Certificate of Resolution executed by the Executive Director upon Board approval, ensuring the designation remains valid regardless of any future changes in personnel or Board appointments. Upon execution, the Executive Director will coordinate final account activation with TD Bank, N.A.

### **Attachment**

- TD Bank, N.A. Governmental Entity Certificate of Resolution — NW 7th Avenue Corridor CRA
- TD Bank, N.A. Governmental Entity Certificate of Resolution — NW 79th Street Corridor CRA



GOVERNMENTAL ENTITY CERTIFICATE OF RESOLUTION
(For Deposit Accounts)

Table with 2 columns: Governmental Entity (NW 7th Avenue Corridor CRA, Miami, FL) and Bank (TD Bank, N.A., Mt. Laurel, NJ).

RESOLVED, that the Bank, at any of its offices or branches, be and it hereby is designated as a bank of and depository for the funds of this Governmental Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies...

Table with 3 columns: Title, Name, Signature. All entries are TBD.

FURTHER RESOLVED, the Authorized Signers, whose names and signatures appear above, are hereby authorized to open and maintain a deposit account or accounts of the Governmental Entity with the Bank, subject to the terms and conditions of the Business Deposit Account Agreement...

FURTHER RESOLVED, that the Bank is hereby directed to accept and pay without further inquiry any item or payment order drawn against any of the Governmental Entity's accounts with the Bank bearing the signature of or as otherwise authorized by any such Authorized Signers...

FURTHER RESOLVED, that any one (1) of such Authorized Signers is authorized to endorse all checks, drafts, notes, and other items payable to or owned by this Governmental Entity for deposit with the Bank, or for collection or discount by the Bank...

FURTHER RESOLVED, that the above named Authorized Signers are authorized and empowered individually to execute such other agreements, including, but not limited to, service agreements and arrangements regarding the manner, conditions, or purposes for which funds of the Governmental Entity may be deposited...

FURTHER RESOLVED, that the authority hereby conferred upon the above named Authorized Signers shall be and remains in full force and effect until written notice of the revocation thereof shall have been delivered to and received by the Bank and the Bank has had a reasonable period of time to act upon such notice.

I HEREBY CERTIFY that I am a duly elected/appointed and qualified agent and keeper of records for the Governmental Entity named above, that the above is a true and complete copy of a resolution duly adopted at a meeting of the governing body of said Governmental Entity held on, or dated on [blank], 20[blank] in accordance with the law and the by-laws of, or consent of, said Governmental Entity.

I FURTHER CERTIFY that the name of the Governmental Entity set forth above is the complete and correct name of the Governmental Entity and that the Governmental Entity is organized and existing under and by virtue of the laws of [blank] (State/other jurisdiction of organization).

I FURTHER CERTIFY that the Authorized Signers named above occupy the positions set forth opposite their respective names and genuine signatures; that the foregoing resolutions now stand of record on the books of the Governmental Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on \_\_\_\_\_.

CERTIFIED TO AND ATTESTED BY:

SEAL

X
Certifying Official

(Title)

Note: In case the certifying official is designated by the foregoing resolutions as one of the Authorized Signers, this certificate should also be signed by a second certifying official of the Governmental Entity.



GOVERNMENTAL ENTITY CERTIFICATE OF RESOLUTION
(For Deposit Accounts)

Table with 2 columns: Governmental Entity and Bank. Governmental Entity: NW 79th Street Corridor CRA, Address: 111 NW 1st Street Floor 26 Miami, FL 33128. Bank: TD Bank, N.A., 11000 Atrium Way, Mt. Laurel, NJ 08054.

RESOLVED, that the Bank, at any of its offices or branches, be and it hereby is designated as a bank of and depository for the funds of this Governmental Entity, which may be withdrawn on checks, drafts, advices of debit, notes or other orders for the payment of monies (including electronic orders) bearing the signature of, or as otherwise authorized by, any one (1) of the following officers, employees, members, managers, or agents of this Governmental Entity ("Authorized Signers"), whose actual signatures are shown below:

Table with 3 columns: Title, Name, Signature. All entries are TBD.

FURTHER RESOLVED, the Authorized Signers, whose names and signatures appear above, are hereby authorized to open and maintain a deposit account or accounts of the Governmental Entity with the Bank, subject to the terms and conditions of the Business Deposit Account Agreement, as it may be revised or amended from time to time (the "BDAA").

FURTHER RESOLVED, that the Bank is hereby directed to accept and pay without further inquiry any item or payment order drawn against any of the Governmental Entity's accounts with the Bank bearing the signature of or as otherwise authorized by any such Authorized Signers even though drawn or endorsed to the order of any Authorized Signer signing or tendered by such Authorized Signer for cashing or in payment of the individual obligation of such Authorized Signer or for deposit to the Authorized Signer's personal account, and the Bank shall not be required or be under any obligation to inquire as to the circumstances of the issue or use of any item signed, or payment order authorized, in accordance with the resolutions contained herein, or the application or disposition of such item or payment order or the proceeds of the item or payment order.

FURTHER RESOLVED, that any one (1) of such Authorized Signers is authorized to endorse all checks, drafts, notes, and other items payable to or owned by this Governmental Entity for deposit with the Bank, or for collection or discount by the Bank, and to accept drafts and other items payable at the Bank, and the Bank is authorized to conduct debit/ATM card transactions initiated by the card of any person for whom a card was requested by an Authorized Signer.

FURTHER RESOLVED, that the above named Authorized Signers are authorized and empowered individually to execute such other agreements, including, but not limited to, service agreements and arrangements regarding the manner, conditions, or purposes for which funds of the Governmental Entity may be deposited, collected, or withdrawn or other ancillary services performed for the Governmental Entity and to perform such other acts as they deem reasonably necessary to carry out the provisions of these resolutions.

FURTHER RESOLVED, that the authority hereby conferred upon the above named Authorized Signers shall be and remains in full force and effect until written notice of the revocation thereof shall have been delivered to and received by the Bank and the Bank has had a reasonable period of time to act upon such notice.

I HEREBY CERTIFY that I am a duly elected/appointed and qualified agent and keeper of records for the Governmental Entity named above, that the above is a true and complete copy of a resolution duly adopted at a meeting of the governing body of said Governmental Entity held on, or dated on \_\_\_\_\_, 20\_\_\_\_, in accordance with the law and the by-laws of, or consent of, said Governmental Entity.

I FURTHER CERTIFY that the name of the Governmental Entity set forth above is the complete and correct name of the Governmental Entity and that the Governmental Entity is organized and existing under and by virtue of the laws of \_\_\_\_\_ (State/other jurisdiction of organization).

I FURTHER CERTIFY that the Authorized Signers named above occupy the positions set forth opposite their respective names and genuine signatures; that the foregoing resolutions now stand of record on the books of the Governmental Entity; that they are in full force and effect and have not been modified in any manner whatsoever.

IN TESTIMONY WHEREOF, I have hereunto set my hand on \_\_\_\_\_.

CERTIFIED TO AND ATTESTED BY:

SEAL

X
Certifying Official

(Title)

Note: In case the certifying official is designated by the foregoing resolutions as one of the Authorized Signers, this certificate should also be signed by a second certifying official of the Governmental Entity.

**Action Item 3** - Amendment to Executive Director Services Agreements — Increase of Monthly Reimbursement Threshold from \$1,500 to \$10,000.

**RESOLUTION NO. CRA-12-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AND THE EXECUTIVE DIRECTOR TO INCREASE THE AGGREGATE MONTHLY REIMBURSEMENT THRESHOLD FROM \$1,500 TO \$10,000; AUTHORIZING THE CHAIR TO EXECUTE THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE EXECUTIVE DIRECTOR; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE SECOND AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH THE EXECUTIVE DIRECTOR; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”) and the Executive Director previously entered into that certain Professional Services Agreement to provide executive director services, as amended by that certain First Amendment to Professional Services Agreement which was approved by the Board of Commissioners of the CRA on January 28, 2026, pursuant to Resolution No. CRA-05-2026; and

**WHEREAS**, the Board of Commissioners of the CRA desires to amend the Professional Services Grant Agreement with the Executive Director to increase the aggregate monthly reimbursement threshold from One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to Ten Thousand and 00/100 Dollars (\$10,000.00), allowing the Executive Director to submit monthly reimbursement invoices for eligible expenses up to that amount without prior approval by the Board of Commissioners of the CRA.

**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 Second Amendment to Professional Services Agreement.** The Second Amendment to Professional Services Agreement with the Executive Director to increase the aggregate monthly reimbursement threshold from One Thousand Five Hundred and 00/100 Dollars (\$1,500.00) to Ten Thousand and 00/100 Dollars (\$10,000.00), allowing the Executive Director to submit monthly reimbursement invoices for eligible expenses up to that amount without prior approval by the Board of Commissioners of the CRA is hereby approved.

**Section 3. Execution of Second Amendment to Professional Services Agreement.**

The Chair is hereby authorized to execute and deliver the Second Amendment to Professional Services Agreement with the Executive Director.

**Section 4. Implementation of Second Amendment to Professional Services Agreement.**

The Executive Director or the Executive Director’s designee is hereby authorized to take all action necessary to implement the terms of the Second Amendment to Professional Services Agreement with the Executive Director, 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 20<sup>th</sup> day of May, 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

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


Board Member Tanisha “Wakumi” Douglas, MSW  
Board Member Sandy Lila, MPA  
Board Member Nadege Vilsaint, RCSWI, MSW

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



**Date:** May 20, 2026

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Casneve Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Approval of Amendment to Executive Director Services Agreements — Increase of Monthly Reimbursement Threshold for Operational Expenses

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### **Recommendation**

It is recommended that the Board of Commissioners of the NW 7th Avenue and NW 79th Street Community Redevelopment Agencies approve an amendment to the respective Executive Director Services Agreements between each Agency and Vantage Solutions, LLC, to increase the aggregate monthly reimbursement threshold in Article 9(d) from \$1,500.00 to \$10,000.00, and authorize the Board Chair of each Agency to execute the applicable amendment on behalf of the respective Agency.

### **Fiscal Impact**

This amendment does not increase the total contract value or annual compensation paid to the Contractor under either agreement. It modifies only the threshold above which prior Board approval is required before reimbursement of eligible operational expenses. Reimbursable expenses remain subject to budget availability, itemized documentation requirements, and compliance with Miami-Dade County procurement and vendor registration requirements. All reimbursements continue to be governed by Part VII, Chapter 218, Florida Statutes, the Local Government Prompt Payment Act.

### **Delegation of Authority**

Upon approval, the Board Chair of each Agency is authorized to execute the applicable amendment to the Executive Director Services Agreement with Vantage Solutions, LLC on behalf of the respective Agency. Because this amendment concerns the Executive Director's own contractual agreement, the Board Chair, rather than the Executive Director, is designated as the executing authority to ensure appropriate separation of roles and compliance with applicable ethics requirements.

### **Background**

The Executive Director serves both Agencies pursuant to separate but substantially identical services agreements between each Agency and Vantage Solutions, LLC. Article 9(d) of each agreement currently requires prior Board approval before submitting any reimbursement request exceeding \$1,500.00 in a given calendar month. In the course of day-to-day operations, the Executive Director regularly incurs eligible operational expenses using a company purchasing card that frequently aggregate to amounts exceeding the current threshold, resulting in payment delays of two to three months.

The proposed amendment increases the aggregate monthly reimbursement threshold from \$1,500.00 to \$10,000.00. As both agreements contain identical language, a single amendment addressing Article 9(d) applies equally to both contracts. For efficiency, only the page containing the amended language has been included as an attachment in lieu of the full agreement. All existing documentation requirements remain in full force and the Board retains full authority to review, question, or deny any reimbursement request at its discretion. This item is presented by Agency Counsel given the Executive Director's direct interest in the subject matter, consistent with applicable ethics requirements and best practices for transparent governance.

### **Attachment**

Executive Director Contract Article 9 (d) highlighted

## **ARTICLE 8. INTENTIONALLY OMITTED**

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

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

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

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

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

For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Contractor agrees to indemnify, defend and hold harmless, the Agency, its commissioners, employees, consultants,

**Action Item 4** - Approval of Sole Source Procurement with Aclarian LLC for ERP Software, Implementation, and Financial Services.

**RESOLUTION NO. CRA-13-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, APPROVING A SOFTWARE SUBSCRIPTION AND CONSULTANT AGREEMENT WITH ACLARIAN LLC TO PROVIDE ENTERPRISE RESOURCE PLANNING (ERP) SOFTWARE AND FINANCE AND ACCOUNTING SERVICES UNDER THE NONCOMPETITIVE (SOLE SOURCE) PURCHASES PROCUREMENT GUIDELINES OF MIAMI-DADE COUNTY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE SOFTWARE SUBSCRIPTION AND CONSULTANT AGREEMENT WITH ACLARIAN LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the mission of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

**WHEREAS**, the CRA is seeking to engage Aclarian LLC to provide necessary Enterprise Resource Planning (ERP) software and finance and accounting services; and

**WHEREAS**, Miami-Dade County Implementation Order IO 3-38 - Master Procurement Implementing Order (the “Implementing Order”) authorizes the award of a contract as a noncompetitive (sole source) purchase for which there is no other vendor who can compete to provide the goods or services; and

**WHEREAS**, Aclarian LLC provided a letter to the CRA stating that Aclarian LLC is the only provider capable of meeting the unique requirements necessary for the CRA’s financial technology and operational functions, which letter provides the justification for the sole source acquisition under the Implementing Order; and

**WHEREAS**, the Board of Commissioners of the CRA desires to (a) approve the Software Subscription and Consultant Agreement with Aclarian LLC and (b) authorize the Executive Director to execute and deliver the Software Subscription and Consultant Agreement with Aclarian LLC.

**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 Software Subscription and Consultant Agreement.** The Software Subscription and Consultant Agreement with Aclarian LLC to provide Enterprise Resource Planning (ERP) software and finance and accounting services to the CRA is hereby approved.

**Section 3. Execution of Software Subscription and Consultant Agreement.** The Executive Director is hereby authorized to execute and deliver the Software Subscription and Consultant Agreement with Aclarian LLC.

**Section 4. Implementation of Software Subscription and Consultant Agreement.** The Executive Director is hereby authorized to take all action necessary to implement the terms of the Software Subscription and Consultant Agreement with Aclarian LLC, 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 20<sup>th</sup> day of May, 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)



**Date:** May 20, 2026

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Casneve Oupelle, Executive Director  
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Approval of Sole Source Procurement with Aclarian LLC for ERP Software, Implementation, and Financial Service.

---

### **Recommendation**

It is recommended that the Board of Commissioners approve a sole-source procurement with Aclarian LLC to provide Enterprise Resource Planning (ERP) software, implementation services, fiscal policy development, and ongoing financial and accounting support services for the NW 7th Avenue & NW 79th Street Community Redevelopment Agencies, and authorize the Executive Director to execute the agreement and any documents necessary to implement the services.

### **Fiscal Impact**

Funding for these services is available within the Agency's adopted budget under professional services line items. The proposed engagement includes one-time implementation costs, annual software licensing, and ongoing financial services, as outlined in the proposal.

As reflected in the proposal, the engagement includes:

- ERP software (SaaS platform)
- Implementation and data migration
- Fiscal policy development
- Ongoing financial and accounting services

### **Delegation of Authority**

Upon approval, the Executive Director is authorized to execute the agreement with Aclarian LLC, finalize scope and implementation details, and take all actions necessary to implement the ERP system and related financial services.

### **Background**

The Northwest 79th Street CRA is currently in the process of establishing its independent financial and operational infrastructure, including the development of a dedicated trust fund, financial systems, and internal controls. To support this transition, the Agency requires an integrated solution that provides both financial management technology and operational financial support.

Aclarian LLC has proposed a comprehensive solution that includes ERP software specifically designed for local governments, implementation services, and ongoing financial and accounting support delivered under a single provider. As outlined in the sole-source justification letter, Aclarian is the only provider offering a fully integrated model that combines proprietary ERP technology with outsourced financial services tailored to local government operations.

Unlike traditional ERP vendors that provide software only, or accounting firms that provide advisory services without system integration, Aclarian's model delivers a unified platform with implementation and ongoing operational support, reducing fragmentation, improving efficiency, and ensuring continuity during system transition and ongoing operations.

The proposed services include implementation of a cloud-based ERP system, financial workflow configuration, and ongoing support for key financial functions such as year-end close, audit preparation, budget development assistance, accounts payable processing, payroll administration, bank reconciliations, and financial reporting.

In addition, Aclarian will assist in the development of a comprehensive fiscal policy framework during the implementation process. The policy outline has been provided, and a full fiscal policy will be developed and presented to the Board for approval upon completion.

The proposed engagement includes the following cost components:

- **ERP Software (SaaS):** \$15,000 (Year 1); \$15,800 (Year 2); \$16,600 (Year 3)
- **Implementation (one-time):** \$61,860
- **Data Migration (one-time):** \$25,000
- **Fiscal Policy Development (one-time):** \$1,400
- **Ongoing Financial Services:** \$70,000 annually

A detailed pricing breakdown is included in the attached proposal.

Approval of this item will allow the Agency to establish a modern financial management system and operational framework necessary to support its redevelopment activities and ensure compliance with applicable financial and reporting requirements.

**Attachment**

- Sole Source Justification Letter
- Aclarian Proposal and Presentation
- Fiscal Policy Outline



Casneve "Khas" Oupelle, MPA, FRA-RA, CP3P  
Executive Director  
Stephen P. Clark Center  
111 NW 1st Floor, 22nd Floor  
Miami, FL 33128

This letter serves as a formal request for sole source procurement approval for Aclarian LLC ("Aclarian") to provide Enterprise Resource Planning (ERP) software and finance and accounting services to NW 79th Street Corridor Community Redevelopment Agency ("CRA"). Aclarian is the only provider capable of meeting the unique requirements necessary for your local government's financial technology and operational functions.

### Justification for Sole Source

1. **Provision of Proprietary ERP Software:** As a multi-tenant web-based solution, Aclarian ERP offers scalability and flexibility for users that is not available in more traditional single tenant accounting software.
2. **Provision of Outsourced Accounting and Finance Consulting Services:** Aclarian's outsourced services allow flexible adjustments to the level of accounting support based on your local government's needs, ensuring optimal assistance during busy periods. Your local government can benefit from Aclarian's team of local government finance and accounting experts who are proficient in using Aclarian's ERP system, eliminating the need for additional training on an unfamiliar system.
3. **Incorporating ERP Technology and Outsourced Accounting and Finance Consulting Services in a Single Offering:** Aclarian is the only provider that offers both proprietary, internally developed ERP software specifically designed for local governments **and** outsourcing and consulting services by the same vendor – Aclarian. No other provider other than Aclarian includes both ERP technology and accounting services in a single bundled service offering. To support this assertion, Aclarian previously responded to a Request for Proposal for "Turn-Key Outsource Solutions for Accounting and Finance Staffing and an ERP Technology Solution", and Aclarian was the only qualified bidder.

Aclarian appreciates the opportunity to serve as your financial accounting software and outsourced services provider and believes that this letter accurately summarizes the justification to proceed with a sole source procurement. If you have any questions or require any further documentation, please contact us.

Sincerely,

**Aclarian LLC**

Andrew Laflin, CPA  
President & CEO  
alaflin@aclarian.com



The logo graphic for ACLARIAN, consisting of several parallel, slightly curved lines of varying lengths that create a sense of depth and movement, resembling a stylized 'A' or a series of steps.

# ACLARIAN<sup>®</sup>



# Why Aclarian

## Built for Government Finance by Government Finance Experts

- Purpose-built ERP designed exclusively for state and local government financial operations—Government Only
- Developed by former Finance Directors, government CPAs, auditors, and public-sector technology experts
- Designed to meet public-sector compliance requirements including GASB standards, audit readiness, internal controls, and transparent financial reporting
- Flexible, government-friendly chart of accounts structure built to support complex reporting, segmentation, and evolving organizational needs
- Intuitive workflows aligned with real government processes
- Real-time dashboards, drill-down reporting, and automated financial reporting
- True cloud-based architecture delivering security, scalability, automatic updates, disaster recovery, and anywhere access

## Modernizing Manual HR & Payroll Processes

- End-to-end payroll automation including earnings, deductions, direct deposit, garnishments, tax filings, year-end W-2 processing, and compliance reporting
- Digital employee records management for onboarding, benefits administration, evaluations, policy acknowledgments, certifications, and document retention
- Automated workflows for hiring, approvals, compensation changes, leave requests, disciplinary actions, and offboarding processes
- Secure employee and manager self-service portal for pay stubs, tax forms, PTO balances, benefits access, profile updates, and HR requests
- Mobile-friendly access allowing employees to manage payroll and HR functions anytime, anywhere

# Why Aclarian

## Aclarian's Integrated Delivery Model

### One Partner. Total Financial Ecosystem.

- ERP Software, Implementation, and Ongoing Financial Support delivered under one provider
- Eliminates fragmentation between software vendors and consulting firms
- Designed by government finance professionals for real-world public sector needs

### Operational Efficiency & Continuity

- Seamless transition from implementation → ongoing operations (no handoff risk)
- Same team understands your system, processes, and financial structure
- Reduces onboarding time, errors, and dependency on internal staffing gaps
- Ensures continuity during turnover, audits, and peak workload periods
- Faster issue resolution with direct access to system + accounting experts

### Why Aclarian is Different

- Only Government ERP combining technology + CPA-led financial services in one model
- Traditional ERPs = software only → rely on third parties for support
- Accounting firms = advisory only → no system ownership or accountability
- Aclarian = single point of accountability across system + financial outcomes
- Enables governments to modernize technology while strengthening financial operations

**Year-End Close**

We manage the full year-end close process, including reconciling all accounts, reviewing financial activity for accuracy, and ensuring all entries are properly recorded. Our team ensures your books are clean, compliant, and audit-ready, while minimizing delays and last-minute adjustments.

**Audit Preparation**

We coordinate and prepare all required schedules, documentation, and supporting materials for external auditors. This includes acting as the primary liaison during the audit process, responding to auditor requests, and ensuring a smooth, efficient audit with minimal disruption to operations.

**Budget Preparation Assistance**

We support the development of annual budgets by working closely with your team to analyze historical data, forecast revenues and expenditures, and align financial planning with district goals. We also assist in preparing supporting documentation for board presentations and approvals.

**Invoice & Payment Processing**

We handle the full accounts payable cycle, including invoice intake, coding, approval workflows, and timely payment processing. Our approach ensures accuracy, proper authorization, and strong internal controls while maintaining positive vendor relationships.

**Payroll Processing**

We manage payroll administration, including processing payroll runs, maintaining employee records, handling deductions and withholdings, and ensuring compliance with all applicable regulations. We also support reporting and reconciliation of payroll-related accounts.

**Bank Reconciliations**

We perform monthly bank and account reconciliations to ensure all transactions are accurately recorded and discrepancies are identified and resolved promptly. This provides confidence in financial accuracy and strengthens internal controls.

**Reporting Deliverables for Analysis & Presentations**

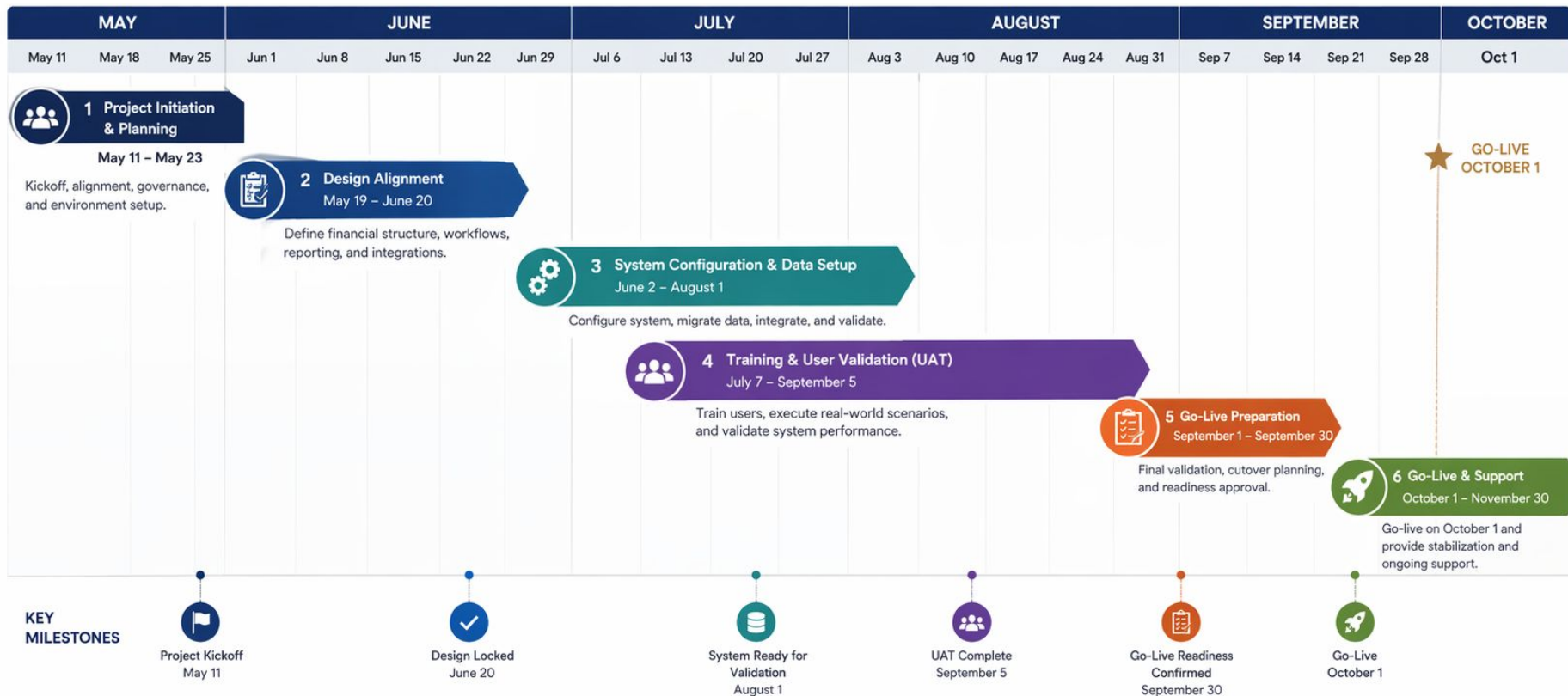
We prepare clear, timely, and insightful financial reports tailored for management and board-level presentations. This includes variance analysis, trend reporting, and customized dashboards to support informed decision-making and strategic planning.

# Aclarian ERP Implementation Timeline



79th Street CRA | Target Go-Live: October 1

A streamlined, full-system deployment to deliver a modern, efficient, and fully integrated financial management solution.



★ GO-LIVE OCTOBER 1

# Aclarian & 79th Street Corridor Community Redevelopment Agency

● Year 1 Annual SaaS	\$15,000
● Year 2 Annual SaaS	\$15,800
● Year 3 Annual SaaS	\$16,600
● Years 1 - 3 Annual Financial Services	\$70,000
● One Time: Implementation	\$61,860
● One Time: 5 years of Data Migration	\$25,000
● One Time: Fiscal Policy	\$1,400

- **Annual Financial Services Include:**
  - Year End Close
  - Audit Preparation
  - Budget Prep Assistance
  - Invoice & Payment Processing
  - Payroll Processing
  - Bank Reconciliations
  - Reporting Deliverables for Analysis & Presentations

# Implementation Breakdown

## ESTIMATED IMPLEMENTATION FEES BY MODULE

Name	Implementation Cost		Additional Discount	
			41%	
Initial Mobilization Fee	\$	14,990	\$	8,840
General Ledger/Segmentation		11,250		6,640
Purchasing/Payments		16,880		9,960
Projects & Grants		7,880		4,650
Billing & AR		9,560		5,640
Cashiering		8,440		
Budgeting		10,690		6,310
Capital Assets		9,000		5,310
Treasury Management		9,560		5,640
Project Management, Workflows, User Setup		12,490		7,370
HR		1,500		1,500
<b>Total:</b>	<b>\$</b>	<b>112,240</b>	<b>\$</b>	<b>61,860</b>



# ACLARIAN®

## Fiscal Policy Outline

Northwest 79th Street Community Redevelopment Agency



## Table of Contents

1. Purpose of the Fiscal Policy
  2. Guiding Principles
  3. Governance Structure and Financial Roles
  4. Core Fiscal Functions
  5. Internal Controls Framework
  6. Workflow Integration and Operational Alignment
  7. Implementation and Policy Development Approach
  8. Financial Reporting and Oversight Practices
  9. Policy Review and Continuous Improvement
  10. Implementation Timeline Overview
- 

## 1. Purpose of the Fiscal Policy

The purpose of this Fiscal Policy Outline is to establish a structured and sustainable financial governance framework that supports the Community Redevelopment Agency's transition toward operational independence. This framework is designed to promote accountability, transparency, and compliance with applicable Florida statutes, including Chapter 163 governing Community Redevelopment Agencies. This outline provides the Board with a clear understanding of how fiscal responsibilities will be managed, how workflows will operate, and how oversight will be maintained. A comprehensive, fully detailed fiscal policy will be developed and adopted following system implementation to ensure policies reflect actual workflows and operational conditions.

## 2. Guiding Principles

- **Accountability** – Financial activities will be conducted under clearly defined authority structures with documented approvals and oversight responsibilities.
- **Transparency** – Financial reporting will provide timely, accurate, and understandable information to support Board oversight and public accountability.
- **Compliance** – All financial operations will comply with Florida Statutes, County regulations, and applicable auditing standards.
- **Internal Control** – Segregation of duties and structured approval processes will reduce operational and financial risk.
- **Operational Efficiency** – Financial processes will utilize standardized workflows and modern tools to ensure consistency and reliability.
- **Fiscal Responsibility** – Financial decisions will support long-term redevelopment goals and responsible use of public funds.

### 3. Governance Structure and Financial Roles

- **Board of Commissioners** – Provides governance oversight, adopts the annual budget, approves significant expenditures, reviews financial reports, and ensures fiscal compliance.
- **Treasurer** – Oversees financial stewardship activities including review of bank reconciliations, monitoring of cash activity, and evaluation of financial controls.
- **CRA Executive Leadership** – Manages daily administrative operations, coordinates implementation of Board policies, and ensures adherence to fiscal procedures.
- **Finance Operations Support** – Performs technical accounting and finance functions including invoice processing, reconciliations, reporting preparation, and audit coordination.

### 4. Core Fiscal Functions

- **Budget Development and Administration** – The CRA will prepare an annual balanced budget that aligns revenue projections with redevelopment priorities. Budget monitoring will include variance analysis and defined amendment procedures.
- **Financial Reporting and Transparency** – Regular financial reports will be generated to support informed decision-making. These may include budget-to-actual reports, cash position summaries, and project expenditure updates.
- **Purchasing and Disbursement Controls** – Procurement and payment processes will follow defined workflows to ensure proper approvals, documentation, and compliance with procurement requirements.
- **Treasury and Cash Management** – Banking structures, transaction controls, and reconciliation processes will support financial stability and safeguard assets.
- **CRA Trust Fund Administration** – TIF revenues will be tracked and deposited into the appropriate Trust Fund accounts with monitoring and reporting aligned to statutory requirements.
- **Capital Project Financial Oversight** – Redevelopment expenditures will be tracked against project budgets to ensure alignment with approved redevelopment objectives.

## 5. Internal Controls Framework

- Segregation of duties will ensure that financial responsibilities are distributed across roles to minimize risk of error or fraud.
- Approval authority levels will be established to define authorization thresholds for financial activities.
- Documentation requirements will ensure that financial records are properly maintained and available for review.
- Regular reconciliation and supervisory review will support detection of discrepancies.
- Control structures will be reviewed periodically to maintain effectiveness.

## 6. Workflow Integration and Operational Alignment

Financial policies will be integrated into operational workflows to ensure that procedures are consistently followed across financial functions. This alignment will occur through structured implementation workshops where financial processes such as purchasing, approvals, reconciliations, and reporting are defined and documented. The workflow-based approach ensures that policies reflect real-world operations rather than theoretical practices.

## 7. Implementation and Policy Development Approach

- Phase 1 – Framework Development: Development of this Fiscal Policy Outline and presentation to the Board to establish governance expectations.
- Phase 2 – Operational Alignment: Implementation workshops will define workflows and refine responsibilities.
- Phase 3 – Policy Finalization: A complete Fiscal Policy document will be developed incorporating workflow outcomes and lessons learned from implementation activities.

## 8. Financial Reporting and Oversight Practices

- Routine financial reporting will be delivered to the Board on a scheduled basis.
- Financial performance indicators will be reviewed to monitor operational health.
- Audit preparation activities will ensure readiness for independent financial review.
- Supporting documentation will be maintained to support transparency and regulatory compliance.

## 9. Policy Review and Continuous Improvement

Fiscal policies will be reviewed periodically to ensure continued relevance and effectiveness. Adjustments will be made based on operational experience, regulatory updates, and Board direction. This continuous improvement approach ensures policies remain aligned with the evolving needs of the CRA.

## 10. Implementation Timeline Overview

- **Mid-May** – Presentation of Fiscal Policy Outline to Board to establish governance confidence.
- **Summer** – Implementation workshops refine workflows and operational procedures.
- **Late September / Early October** – Final Fiscal Policy adoption aligned with the new fiscal year.



## Statement of Work (SOW)

Aclarian ERP Implementation

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

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### 1. Purpose and Background

This Statement of Work (“SOW”) defines the scope, approach, deliverables, acceptance criteria, and commercial terms for the implementation of the Aclarian Enterprise Resource Planning (ERP) system for Northwest 79<sup>th</sup> Street Community Redevelopment Agency (“CRA” or “Client”). This SOW establishes a shared, enforceable understanding of responsibilities, outcomes, and governance to support a successful ERP implementation.

#### How to Read This SOW

This SOW intentionally describes services, deliverables, and acceptance criteria in terms of **readiness outcomes** rather than exhaustive task or configuration listings. Detailed configuration decisions, system setups, and validation activities are documented and reviewed through Aclarian’s implementation tools and formal governance meetings rather than static documents. This approach reflects Aclarian’s standard public-sector implementation methodology and is designed to ensure accountability while preserving the flexibility necessary for successful ERP delivery.

---

### 2. Implementation Overview and Approach

The CRA and Aclarian will conduct a project kickoff meeting to assess implementation approach and proposed timeline for go-live. Options included either a multi-phased or single-phase (“Big Bang”) implementation approach. Under a single phase approach, all in-scope modules are implemented concurrently and transitioned to production on a unified go-live date, compared to a multi-phased approach in which certain modules are implemented, tested, and deployed incrementally over a defined period of time.

Aclarian utilizes a readiness-based delivery model supported by iterative execution within defined implementation phases. While activities may occur iteratively, progress and acceptance are evaluated at structured readiness checkpoints rather than document completion. **Appendix A – Deliverable Expectation Definitions & Readiness Validation** defines how deliverables, readiness, and acceptance are evaluated throughout the Aclarian ERP implementation. See **Appendix A** for further information.

Implementation phases typically include:

1. Design & Configuration Alignment
2. System Readiness
3. User Readiness
4. Go-Live Readiness
5. Post-Go-Live Stabilization

Each phase includes defined **readiness expectations** related to configuration completeness, decision confirmation, validation outcomes, and operational preparedness, which are reviewed collaboratively during formal readiness and governance meetings. Optional future phases, such as additional integrations or unplanned further expansion of an existing module, may be implemented under a separate Statement of Work or Change Order. Change Authorization process can be found in **Appendix D – Change Authorization and Customization Process**.

---

## 3. Scope of Services

### 3.1 In-Scope Software Modules (Baseline)

The following Aclarian modules are included in the baseline scope:

- General Ledger & Chart of Accounts
- Segmentation
- Treasury Management
- Projects & Grants
- Purchasing (Procurement)
- Payments (Accounts Payable)
- Billing & Accounts Receivable
- Cashiering
- Reporting & Dashboards

### 3.2 Integrations (Baseline Categories)

Baseline integrations include configuration and validation of certain categories, subject to discovery and third-party dependency validation.

Specific integrations included in contract are described in **Appendix C (Client-Specific Data Conversion, Integration, Customization, and Training Scope Summary)**.

Specific endpoints, formats, frequencies, and ownership responsibilities are confirmed through configuration decision processes and documented within Aclarian's implementation tools. Additional detail regarding configuration task structure and governance is described in **Appendix B (Configuration Decision Task Framework)**.

### 3.3 Data Conversion (Baseline)

Baseline data conversion includes:

- Vendor master data
- Customer master data
- Chart of Accounts and segment values
- Open transactional balances
- Limited historical transactional and trial balance data (quantity and years confirmed during design)

Historical data beyond the baseline scope, additional mock conversions, or inclusion of attachments/documents may be added via Change Order.

Specific data conversion items included in contract are described in **Appendix C (Client-Specific Data Conversion, Integration, Customization, and Training Scope Summary)**

### 3.4 Reporting (Baseline)

Reporting scope includes a baseline set of operational, financial, and audit-supporting reports required for ongoing operations. Report identification and prioritization occur during design. Additional or highly specialized reports may be scoped via Change Order.

---

## 4. Out-of-Scope Items

Unless explicitly added via Change Order (see Appendix D – Change Authorization and Customization Process), the following are out of scope:

- Infrastructure upgrades or end-user hardware
  - Extensive business process re-engineering to include policy, ordinance, or resolution drafting
  - Custom software development outside Aclarian's configurable ERP framework
  - Third-party software licensing fees
  - Unlimited historical data conversion
-

## 5. Roles and Responsibilities

### 5.1 Aclarian Responsibilities

Aclarian will:

- Assign a dedicated Project Manager and implementation team
- Provide functional, technical, integration, and quality assurance support
- Facilitate Business Process Workshops (BPWs) and related follow-up sessions to review processes and confirm configuration decisions
- Configure the ERP system based on collaboratively agreed configuration decisions captured in tasks (see Appendix B)
- Manage project schedules, risks, issues, and status reporting (communication preferences defined during project kickoff using stakeholder engagement matrix)
- Support testing, training, go-live, and stabilization activities

### 5.2 CRA Responsibilities

CRA will:

- Assign a Project Sponsor, Project Manager, and subject matter experts (multiple roles may be held by the same individual on a small project team)
- Provide timely access to systems, data, and stakeholders, based on due dates collaboratively established during ongoing project planning and weekly project management meetings
- Participate in workshops, reviews, testing, and training as scheduled and agreed upon during project planning and regular project management meetings
- Provide feedback and decisions within timeframes collaboratively agreed upon during project planning and regular project management meetings
- Retain responsibility for data accuracy, internal approvals, and operational readiness

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## 6. Configuration Decision Tasks

Configuration decisions resulting from business process workshops are documented and implemented through **Configuration Decision Tasks** maintained within Aclarian's implementation tracking tools.

Configuration Decision Tasks:

- Capture agreed system behaviors across domains such as workflow approvals, security roles, posting rules, banking and payment file formats, reporting outputs, and transactional processing

- Reference supporting client materials where helpful (e.g., examples, preferences, specifications)
  - Provide traceability between workshop discussions, configuration activities, and testing outcomes
  - Serve as the authoritative confirmation of how the system is configured to operate
- 

## 7. Admin Readiness Configuration

Aclarian maintains an internal **Admin Readiness Configuration**, an administrative-level readiness framework used to verify completion of required system configurations necessary for go-live.

The Admin Readiness Configuration:

- Is maintained by Aclarian administrators
- Is not directly accessible within the application to client end users
- Verifies readiness across core domains including chart of accounts, user security, workflows and approvals, integrations, core reporting, and transactional processing

### Readiness Review and Records

Prior to go-live approval, Aclarian will conduct a **formal go-live readiness meeting** to review Admin Readiness Configuration status with the Client. Upon request, Aclarian will provide an exported or summarized copy of readiness status for Client records.

Readiness determinations are based on verified system configuration status rather than ongoing in-system proficiency.

---

## 8. Client Readiness Checklists

Successful go-live depends on both system readiness and client operational preparedness. Aclarian supports time-based **Client Readiness Checklists** to promote shared accountability and coordination.

Readiness checkpoints typically occur:

- Approximately one (1) month before go-live
- Approximately one (1) week before go-live
- Approximately one (1) week after go-live
- Approximately one (1) month after go-live

Client Readiness Checklists address readiness domains such as staffing and permission configurations, training participation, data finalization, external coordination (e.g., banking or payroll), go-live support training, and final testing activities. These checklists support collaboration and do not replace system readiness verification.

---

## 9. Acceptance and Go-Live Approval

Acceptance is based on readiness confirmation rather than document completion and is validated through defined readiness criteria and formal review checkpoints.

Go-live approval occurs during a **formal go-live approval meeting** when, at minimum:

- Required system readiness domains are complete
- Configuration Decision Tasks are resolved or formally acknowledged
- Applicable Client Readiness Checklist items have been reviewed
- No Severity 1 defects remain
- Severity 2 defects have agreed remediation plans

Acceptance is documented through readiness summaries, meeting records, or mutually agreed confirmation artifacts.

---

## 10. Defect Severity Definitions

- **Severity 1 (Critical):** Prevents use of core system functionality; no reasonable workaround exists
- **Severity 2 (Major):** Materially impacts core functionality but a workaround exists
- **Severity 3 (Minor):** Non-blocking issues, cosmetic items, or enhancement requests

Only unresolved Severity 1 and Severity 2 defects prevent phase or go-live acceptance.

---

## 11. Training and Knowledge Transfer

Training includes:

- Role-based instructor-led training sessions
- Learning Management System (LMS) access with tracked participation
- Client-specific training materials as-needed for customized items or processes
- Post-go-live knowledge transfer and refresher resources

Optional expanded training may be added via Change Order; See **Appendix C** for detailed breakdown of included training sessions.

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## 12. Post-Go-Live Support

Aclarian provides enhanced post-go-live stabilization support for an initial period (typically thirty (30) days), including:

- Regular check-ins
  - Issue triage and resolution support
  - Knowledge transfer to designated Client staff
- 
- 

## 13. Milestones and Payments

Implementation fees are on a fixed fee basis and tied to readiness-based milestones. Fees are invoiced upon completion and acceptance of the applicable milestone (**See Appendix E – Billing Milestones & Invoicing Framework**)

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## 14. Change Control

Any material change to scope, schedule, or fees requires a mutually executed Change Order defining the change, impacts, and revised terms. See **Appendix D**.

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## 15. Assumptions and Constraints

This SOW assumes:

- Timely participation by CRA resources
- Availability of required data and system access
- Cooperation of third-party vendors

Schedule impacts caused by unmet assumptions may require Change Orders.

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## 16. Reuse and Evolution

This SOW framework supports evolving implementation tools, readiness artifacts, and delivery practices over time while maintaining consistent acceptance principles. Readiness artifacts may be reviewed, exported, and retained by the Client for audit and governance purposes.

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## 17. Term and Authorization

This SOW becomes effective upon execution by both parties.

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### Authorized Signatures

Aclarian LLC

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

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

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

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

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

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

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

## **Appendix A – Deliverable Expectation Definitions & Readiness Validation**

### **A.1 Purpose**

This appendix defines how deliverables, readiness, and acceptance are evaluated throughout the Aclarian ERP implementation. It establishes clear, practical expectations for how work is validated without requiring excessive documentation or rigid artifact-based sign-off.

The intent of this appendix is to align expectations around how progress is confirmed, what constitutes completion, and how formal approvals occur, while preserving flexibility to support iterative delivery.

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### **A.2 Definition of a Deliverable**

For purposes of this SOW, a deliverable is evidence that agreed implementation activities for a given phase or task have been completed in material conformity with agreed requirements.

Deliverables may include, but are not limited to:

- Completed working sessions (e.g., Business Process Workshops)
- Configured system functionality available for review or use
- Completed configuration, data conversion, or integration tasks
- Readiness checklists or configuration confirmations
- Training sessions delivered
- Formal approvals or acknowledgments recorded through governance workflows

Deliverables are outcome-focused and are not limited to standalone documents unless explicitly required.

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### **A.3 Readiness-Based Validation Model**

Aclarian utilizes a readiness-based validation model, under which deliverables are evaluated based on preparedness to proceed to the next phase rather than exhaustive completion of all possible refinements.

Validation focuses on whether:

- Decisions are sufficiently defined to support subsequent activities
- Configurations function as intended for in-scope use cases
- No unresolved items materially block forward progress

Later validation or refinement may confirm or adjust earlier decisions without re-opening previously completed deliverables.

---

## **A.4 Types of Validation Artifacts**

Validation of deliverables may be supported by one or more of the following artifacts, as appropriate to the phase:

- Configuration evidence: Demonstration of configured functionality within the system
- Task completion records: Completed implementation tasks within Aclarian's project tools
- Reconciliation or validation summaries: Summary validation materials demonstrating alignment between converted or integrated data and source records (e.g., trial balances, bank file validation, JE import confirmation)
- Testing evidence: Results from iterative validation, QA checks, or client testing activities (Readiness summary statements in implementation tasks and Issues/Requests Log in internal tracking system)
- Training confirmation: Records of delivered training sessions or LMS completion reports
- Readiness reviews: Summary confirmation that defined readiness criteria have been met

Artifacts are used to support validation and do not constitute independent contractual deliverables unless expressly stated. Requirements traceability is maintained through Aclarian's implementation tasks, configuration records, and validation activities, and may be provided through task summaries or exports in lieu of a standalone requirements traceability matrix.

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## **A.5 Review and Acceptance Process**

### **A.5.1 Review Periods**

Deliverables subject to formal review will follow agreed review periods established during project planning. Review periods are intended to provide reasonable time for feedback while maintaining project momentum.

### **A.5.2 Acceptance Standard**

Deliverables are considered accepted when they materially conform to agreed requirements and readiness criteria.

Acceptance is not contingent on:

- Stylistic preferences
- Minor formatting issues
- Non-blocking enhancement ideas

### **A.5.3 Feedback and Revisions**

If feedback is required, it will be provided in a consolidated manner referencing unmet readiness or acceptance criteria. Aclarian will address valid feedback within the scope of the deliverable.

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## **A.6 Defect Severity Definitions**

To support consistent decision-making, defects identified during validation are categorized as follows:

- Severity 1 (Critical): Issues that prevent system operation for in-scope functionality or pose material risk to go-live
- Severity 2 (High): Issues with significant functional impact that materially impair usability but do not fully block operation
- Severity 3 (Medium/Low): Minor issues, usability enhancements, or cosmetic items that do not materially impede progress

A phase or deliverable may proceed when no unresolved Severity 1 or Severity 2 defects materially block readiness to proceed.

---

## **A.7 Relationship to Change Authorization**

Items identified during validation that fall within the agreed baseline scope are addressed as part of the normal implementation process.

Requests that introduce additional scope, custom development, or effort beyond the agreed baseline are governed by the Change Authorization process defined in Appendix D.

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## **A.8 Governing Principles**

- Validation is based on readiness and material conformity
  - Deliverables are evidence-based rather than document-based
  - Iterative refinement is expected and does not invalidate prior acceptance
- 

## **A.9 Summary**

This appendix establishes a pragmatic and scalable approach to deliverables, validation, and acceptance, supporting consistent governance while enabling iterative, practical ERP implementation.

## Appendix B – Configuration Decision Task Framework

Aclarian utilizes Configuration Decision Tasks within its implementation tools to document, manage, and validate configuration-related decisions and implementation activities throughout the project lifecycle. These tasks support transparency, traceability, secure collaboration, and shared accountability without requiring separate static requirements documentation.

### Task Structure and Governance

Configuration Decision Tasks typically include metadata fields such as:

- **Task Assignee:** The individual or role responsible for completing the task, collaboratively agreed upon by the project team
- **Due Date:** A target completion date aligned to project milestones and collaboratively established
- **Phase Alignment:** Identification of whether the task primarily relates to design/configuration decisions, data conversion, testing activities, or readiness validation
- **Priority Level:** High, Medium, or Low, reflecting relative urgency and operational impact
- **Approval / Review Role:** Identification of whether task completion is validated by the Aclarian project team or includes review by designated Client decision-makers

Tasks are reviewed during regular project status, governance, and readiness meetings. Task structure, workflows, and fields may evolve over time to support continuous improvement of delivery practices.

### Expanded Use of the Task Framework

In addition to configuration decisions, the task framework may be utilized to support other implementation activities, including but not limited to:

- Secure exchange of sensitive information (e.g., banking details, file format specifications)
- Data conversion coordination and validation
- Testing coordination and issue tracking
- Collection of clarifications, confirmations, or client-provided inputs

The task framework provides a centralized, access-controlled workspace for project communication and documentation.

### Access Control and Security

Access to configuration tasks is role-based:

- Designated project team members may be assigned an implementation administrator role with visibility into all project tasks
- Other users may be restricted to viewing only tasks to which they are assigned or explicitly granted access

This role-based access model supports data security, confidentiality, and principle-of-least-privilege access while enabling appropriate transparency for Client stakeholders.

### **Collaboration, Guidance, and Audit Trail Features**

Configuration Decision Tasks support ongoing collaboration throughout the project lifecycle and may include features such as:

- **Request Guidance:** A mechanism by which a task can be routed back to the project team to request clarification, confirm assumptions, or seek implementation guidance
- **Comments and Attachments:** The ability to add comments, supporting documentation, data files, or other reference materials directly to a task
- **Time-Stamped Activity History:** Automatic logging of task updates, comments, and status changes to support transparency and auditability

These features provide a centralized, secure method for exchanging information, tracking decisions, and maintaining an activity history without reliance on external communication channels. Use of these features supports collaboration and governance but does not replace formal approval or acceptance processes defined in the SOW.

### **Illustrative Examples**

Screenshots included herein are provided for illustrative purposes only. Actual task structure, layout, and fields may vary based on project needs and system enhancements.

Edit Task Template

Task Name \*

Positive Pay & ACH Design

Task Description

Please answer the prompts below to begin designing your positive pay and ACH files (if applicable).

Phase \*

Design

Due Date

Due Date

Assigned To: \*

Jordan Romager

Priority \*

High

Approvers \*

Jordan Romager

Assign Task Form

Payments - Positive Pay & ACH



Drag and drop file here

or

EDIT

## Assigned Task Form Ⓞ Pending

The task assigned by the management. it needs to be done before deadline.

Task Name

Positive Pay & ACH Design

Due Date

Description

Please answer the prompts below to begin designing your positive pay and ACH files (if applicable).

Assigned To: \*

Jordan Romager

Task Status \*

Assigned

Do you use positive pay with your bank? \*

Select One

If using, provide positive pay file example

SELECT FILE

Please upload an example Excel file or screenshot of the fields you are currently using for positive pay

Would you like Aclarian to produce ACH files for you? \*

Select One

Please indicate if you would like Aclarian to produce ACH files for you. Please also indicate if you are currently using this functionality with your bank. If using, provide ACH file example

SELECT FILE

Please upload an example ACH NACHA file

Documents (1)

Approver List (1)

Comments (0)

REQUEST GUIDANCE

## Appendix C – Client-Specific Data Conversion, Integration, Customization, and Training Scope Summary

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### C.1 Purpose and Use of This Appendix

This appendix summarizes the data conversion activities, integrations, customizations, and training sessions included in the agreed implementation scope for the Client.

The items listed herein are intended to provide **scope and pricing transparency** and to distinguish between activities included in the standard implementation cost and those that may require additional authorization. This appendix does **not** alter the readiness-based delivery, governance, or acceptance framework defined in the body of the SOW.

Validation of implementation progress and acceptance is based on completion of applicable readiness criteria and formal approval milestones, not on individual line-item sign-off within this appendix.

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### C.2 Data Conversion, Integration & Customization Scope Summary

The table below outlines data conversion activities, integrations, and customizations included in the standard implementation scope, along with items that may be optionally added through Change Order or Enhancement Authorization.

**Items identified as “Included” are supported using standard Aclarian tools, templates, and integration patterns.**

Note: Specific endpoints, formats, frequencies, volumes, and ownership responsibilities are confirmed through configuration decision processes and documented within Aclarian’s implementation tools.



## Data Conversion, Integration & Customization Detail

Module Name	Data Conversion, Integration, or Customization	Description	Included in Standard Implementation Cost*
General Ledger/Segmentation	Data Conversion	Import ending balances - 5 year history	Yes
General Ledger/Segmentation	Data Conversion	Import transactions - 2 year history using Aclarian template	Yes
General Ledger/Segmentation	Data Conversion	Imported transactions - tag to created segments, if applicable	Yes
General Ledger/Segmentation	Integration	HCM/Payroll integration: Payroll journal entry per pay period	Yes
General Ledger/Segmentation	Integration	Financial Transparency Site creation with ERP integration	No
Purchasing/Payments	Integration	Vendor Portal creation with ERP integration	No
Purchasing/Payments	Data Conversion	Import active vendor data using Aclarian template	Yes
Purchasing/Payments	Data Conversion	Import active purchase order data using Aclarian template	No
Purchasing/Payments	Data Conversion	Import active individual payee data using Aclarian template, if applicable	Yes
Purchasing/Payments	Data Conversion	Import active employee data using Aclarian template	Yes
Purchasing/Payments	Integration	HCM/Payroll integration: Employee data for non-payroll reimbursements	Yes
Purchasing/Payments	Data Conversion	Import active contract data using Aclarian template	No
Purchasing/Payments	Data Conversion	Import historical vendor payment data using Aclarian template	No
Purchasing/Payments	Integration	Bank Integration: Positive Pay & ACH Nacha file direct transmission	Yes
Purchasing/Payments	Integration	P-Card Provider Integration: Cardholder transaction data file transmission	No
Projects & Grants	Data Conversion	Import active project & grant data using Aclarian template	Yes
Projects & Grants	Data Conversion	Import active underlying project & grant task data using Aclarian template	Yes
Budgeting	Data Conversion	Import ending balances - 5 year history	Yes
Budgeting	Data Conversion	Import personnel, operating, capital detail - current & prior years	No
Capital Assets	Data Conversion	Import capital asset balances using Aclarian template	Yes
Treasury Management	Integration	Bank Integration: BAI2 file direct transmission	Yes
Treasury Management	Integration	Bank Integration: Custom manual bank transactions import file	Yes

\* NOTE: Items requested that are not included in the standard implementation cost will be invoiced separately. Estimated cost of development and testing effort will be provided for client approval via Enhancement Authorization Forms.

### C.3 Training Session Scope Summary

The table below summarizes training sessions included in the standard implementation cost and optional training services available to support user adoption.

Training sessions are **capability-based and role-based** and are delivered to support readiness, confidence, and successful system adoption.

Training sessions are considered delivered when the session has occurred as scheduled. Individual attendance, comprehension, or post-training performance do not constitute acceptance criteria.



# ACLARIAN

## Training Session Detail Per Module

Training Session Name	Target Audience	Purpose & Description	Cost
<i>Core Project Team Orientation Training</i>	Project Management Team, SMEs	Initial rollout of module development to project team and SMEs to ensure alignment and understanding prior to commencing UAT testing and training SuperUsers	Included in Standard Implementation Cost
<i>Super User Working Session</i>	Super Users	Perform team exercises comprising of hands-on data entry practice and address questions while using the UAT (User Acceptance Testing) environment within the ERP system with guidance. Emphasizes real-time learning by doing rather than lecture.	Included in Standard Implementation Cost
<i>UAT Review / Open Forum</i>	Super Users, SMEs	Review and discuss feedback from UAT (User Acceptance Testing) environment and informal check-in for go-live readiness.	Included in Standard Implementation Cost
<i>Additional Super User Training</i>	Super Users	Conduct follow-up training session with super users based on adjustments, customizations, and additional training needs identified in prior sessions.	Included in Standard Implementation Cost
<i>Go Live Refresher / Support Session</i>	All Users	Reinforce key steps, provide reassurance, answer questions before live use in Production environment. Focuses on confidence building and calming go-live nerves.	Included in Standard Implementation Cost
<i>Optional Extra Guided Support Session - Virtual</i>	Any Users	Live 1 to 1.5 hour virtual working session with a trainer to answer questions while user(s) work in the system	\$250 per session
<i>Optional Extra Guided Support Session - In-Person</i>	Any Users	Live 4 to 6 hour <b>in-person</b> working session with a trainer to answer questions while user(s) work in the system	\$1,200 per day, plus travel costs
<i>Optional End User Refresher Training</i>	Any Users	Follow-up 1 to 1.5 hour training session for recently hired users or existing users who need additional reinforcement. Training plan customized to address specific deficiencies or knowledge gaps.	\$250 per session
<i>Optional Post-Go Live Concierge Service</i>	Any Users	Single point of contact offered for one week (40 hour) personalized, high-touch support to provide quick resolution of questions and issues encountered, along with guidance on best practices to help users gain confidence in the new system.	\$5,400 per week

**NOTE: All listed training sessions will be conducted virtually, except for the optional in-person extra guided support session, which will take place on-site.**

## Appendix D – Change Authorization and Customization Process

### D.1 Purpose

This appendix defines the process by which scope changes, system customizations, and enhancement requests are evaluated, estimated, approved, and authorized during the implementation of the Aclarian ERP system.

The Change Authorization process is designed to ensure transparency, informed decision-making, and appropriate governance while maintaining alignment with project scope, schedule, and budget.

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### D.2 When a Change Authorization Is Required

A Change Authorization is required when requested functionality or effort:

- Falls outside the baseline scope defined in this SOW and its appendices
- Requires custom development or system modification beyond standard configuration and agreed-upon listing of functional requirements, if applicable
- Results in additional implementation effort, testing effort, or scope clarification beyond the agreed baseline

Minor configuration adjustments, clarifications, or refinements that fall within the agreed baseline scope do not require a Change Authorization.

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### D.3 Change Identification and Requirements Definition

Change requests are typically identified through one or more of the following mechanisms:

- Business Process Workshops (BPWs)
- Dedicated design or discovery sessions
- Configuration Decision Tasks or project governance discussions

During these sessions, Aclarian and Client stakeholders collaboratively clarify business objectives, functional expectations, constraints, and assumptions related to the requested change.

The purpose of this step is **requirements clarification**, not effort approval.

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## D.4 Effort Estimation and Change Authorization Preparation

Following requirements clarification:

1. Aclarian documents the requested customization using a **Customization Request Form** within Aclarian's implementation dashboard
2. The request includes:
  - A detailed description of the requested change
  - An effort estimate prepared in coordination with Aclarian's Development and Quality Assurance teams
  - An estimated cost based on applicable rates
3. Upon request, an appendix or supporting documentation summarizing estimation assumptions and effort breakdown may be provided for Client review

Effort estimates reflect reasonable, good-faith projections based on information available at the time of estimation.

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## D.5 Approval Workflow and Authorization

Once the Change Authorization is prepared:

- The Change Authorization routes through **agreed-upon Client approval channels** using Aclarian's workflow system
- Approval routing, approvers, and thresholds are collaboratively defined by the project team
- Upon approval:
  - A Change Authorization document is generated
  - The approval is date- and time-stamped
  - The approved change becomes authorized for execution

No customization or enhancement work requiring a Change Authorization will proceed without documented approval.

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## D.6 Change Execution and Governance

Approved Change Authorizations:

- Are incorporated into the project plan as applicable
- Are executed by Aclarian in accordance with agreed scope and assumptions
- Are subject to standard testing and quality assurance practices

- Do not alter acceptance criteria for baseline scope unless explicitly stated in the Change Authorization
- 

## **D.7 Documentation, Transparency, and Audit Trail**

The Change Authorization process provides a documented audit trail, including:

- Request details and supporting documentation
- Effort estimates and cost information
- Client approvals and timestamps
- Associated attachments or reference materials

Change Authorization records may be exported and shared with the Client for reference and audit purposes.

Screenshots or examples of the Customization Request Form and Change Authorization document may be provided for illustrative purposes only. Actual layouts, fields, and formats may vary.

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## **D.8 Relationship to Acceptance and Milestones**

Change Authorizations are separate from baseline milestone acceptance. Approval of a Change Authorization authorizes execution of the defined change but does not constitute acceptance of unrelated deliverables or implementation phases.

Acceptance of work performed under an approved Change Authorization follows the same readiness-based and milestone-based acceptance framework defined in the body of the SOW, unless explicitly modified by the Change Authorization.

## Appendix E – Billing Milestones & Invoicing Framework

### E.1 Purpose

This appendix defines the billing milestones and invoicing framework for the Aclarian ERP implementation. Billing milestones are aligned to implementation **phases and readiness outcomes**, reflecting the progressive delivery of value throughout the project.

Milestones are designed to be **practical, scalable, and objective**, supporting both small and mid-sized implementations without reliance on excessive documentation or rigid deliverable artifacts.

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### E.2 Billing Principles

- Fees are on a fixed-fee basis and earned based on completion of defined implementation phases.
  - Billing is tied to **readiness to proceed**, not perfection or the absence of future refinements.
  - Implementation activities progress iteratively; later validation may confirm or refine earlier decisions without re-opening completed billing milestones.
  - Module-level billing concludes upon formal go-live approval.
  - Post-go-live stabilization and project closeout activities are included within overall project management services and are not billed as part of individual module fees.
- 

### E.3 Implementation Phases for Billing

Module-level billing is structured around four core phases:

1. **Design (Alignment)** – Decision readiness
2. **Build & Validate (System Readiness)** – Configured, usable system
3. **Train (User Readiness)** – Confident users
4. **Go-Live Readiness** – Final cutover approval

Each phase represents a distinct portion of the module implementation effort and is invoiced upon completion of the phase.

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### E.4 Standard Module Billing Allocation

The following percentage allocation applies to most modules:

<b>Phase</b>	<b>Percentage of Module Fee</b>
<b>Design (Alignment)</b>	20%
<b>Build &amp; Validate (System Readiness)</b>	40%
<b>Train (User Readiness)</b>	25%
<b>Go-Live Readiness</b>	15%
<b>Total</b>	<b>100%</b>

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#### **E.5 General Ledger Billing Allocation (Design-Weighted)**

Due to the additional upfront effort required for chart of accounts design, segmentation, and posting logic alignment, the General Ledger module follows a design-weighted allocation:

<b>Phase</b>	<b>Percentage of Module Fee</b>
<b>Design (Alignment)</b>	35%
<b>Build &amp; Validate (System Readiness)</b>	30%
<b>Train (User Readiness)</b>	20%
<b>Go-Live Readiness</b>	15%
<b>Total</b>	<b>100%</b>

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## **E.6 Phase Completion Criteria**

### **Design (Alignment)**

The Design phase is complete when initial design discussions have occurred, configuration decisions are documented through agreed implementation tasks, and sufficient clarity exists to begin system build activities.

Design alignment may later be confirmed and refined through system review and validation without impacting billing for this phase.

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### **Build & Validate (System Readiness)**

The Build & Validate phase is complete when the system has been configured in accordance with agreed direction, key workflows are operational, and the system is validated as ready for training in the UAT (“User Acceptance Testing”) environment and go-live preparation.

Quality assurance and validation occur continuously during this phase rather than as a standalone testing phase.

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### **Train (User Readiness)**

The Training phase is complete when scheduled training sessions have been delivered and users are prepared to perform day-to-day activities in the system.

Training acceptance is based on delivery of training activities rather than individual attendance or proficiency testing.

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### **Go-Live Readiness**

The Go-Live Readiness phase is complete upon successful completion of final readiness reviews, cutover approval, and deployment of the module to production.

Billing for the module concludes upon go-live approval.

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## **E.7 Invoicing Timing**

- Fees are invoiced monthly based on the percentage of completion achieved for each module during the applicable billing period.
- Monthly invoices reflect cumulative progress across phases in accordance with the billing allocations defined in this appendix

- Progress percentages are determined collaboratively by the project team based on work completed, readiness achieved, and task progression during the billing period
  - Completion of a phase establishes the maximum billable percentage for that phase but is not required for monthly invoicing to occur
  - Billing does not require formal phase sign-off or final acceptance to invoice incremental progress
- 

### **E.8 Relationship to Change Authorization**

Billing milestones reflect baseline implementation scope. Additional effort resulting from approved Change Authorizations is invoiced in accordance with the terms defined in the applicable Change Authorization and does not alter baseline billing milestones unless explicitly stated.

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### **E.9 Summary**

This billing framework aligns invoicing with implementation progress, readiness outcomes, and delivery realities, providing transparency while preserving flexibility necessary for successful ERP implementation.

**Action Item 5** - Approval of Interlocal Agreements with the Miami-Dade Sheriff's Office — RENEW Community Engagement and Crime Prevention Program.

**RESOLUTION NO. CRA-14-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR AND CRA ATTORNEY TO NEGOTIATE AND FINALIZE AN INTERLOCAL AGREEMENT WITH THE MIAMI-DADE SHERIFF'S OFFICE TO PROVIDE THE RENEW (RESIDENTIAL EMPOWERMENT NEIGHBORHOOD ENFORCEMENT WORK) PROGRAM IN AN AMOUNT NOT TO EXCEED \$263,520 AS A COMMUNITY POLICING INNOVATION; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE INTERLOCAL AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the mission of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency ("CRA") is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

**WHEREAS**, Section 163.370(2)(o), Florida Statutes, authorizes the CRA to develop and implement community policing innovations; and

**WHEREAS**, the Board of Commissioners of the CRA desires to authorize the negotiation, finalization and execution of an Interlocal Agreement with the Miami-Dade Sheriff's Office to provide the RENEW (Residential Empowerment Neighborhood Enforcement Work) Program in an amount not to exceed Two Hundred Sixty-Three Thousand Five Hundred Twenty and 00/100 Dollars (\$263,520.00) as a community policing innovation, which Agreement shall be in a form and substance as negotiated by the Executive Director and approved as to legal form and sufficiency by the CRA Attorney.

**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. Negotiation and Finalization of Interlocal Agreement.** The Executive Director and CRA Attorney are hereby authorized to negotiate and finalize an Interlocal Agreement with the Miami-Dade Sheriff's Office to provide the RENEW (Residential Empowerment Neighborhood Enforcement Work) Program in an amount not to exceed Two Hundred Sixty-Three Thousand Five Hundred Twenty and 00/100 Dollars (\$263,520.00) as a community policing innovation.

**Section 3. Execution of Interlocal Agreement.** The Executive Director is hereby authorized to execute and deliver the Interlocal Agreement with the Miami-Dade Sheriff's Office to provide the RENEW (Residential Empowerment Neighborhood Enforcement Work) Program in an amount not to exceed Two Hundred Sixty-Three Thousand Five Hundred Twenty and 00/100 Dollars (\$263,520.00) as a community policing innovation.

**Section 4. Implementation of Interlocal Agreement.** The Executive Director is hereby authorized to take all action necessary to implement the terms of the Interlocal Agreement with the Miami-Dade Sheriff's Office, 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 20<sup>th</sup> day of May, 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)



**Date:** May 20, 2026

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Casneve Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Approval of Interlocal Agreements with the Miami-Dade Sheriff's Office for Community Engagement and Crime Prevention Services.

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**Recommendation**

It is recommended that the Board of Commissioners of the NW 7th Avenue and NW 79th Street Community Redevelopment Agencies approve separate Interlocal Agreements with the Miami-Dade Sheriff's Office (MDSO) to launch the RENEW (Residential Empowerment Neighborhood Enforcement Work) program within each Agency's corridor, and authorize the Executive Director to execute separate Interlocal Agreements on behalf of each Agency and any documents necessary to implement the program.

**Fiscal Impact**

Funding for these services is available within each Agency's adopted budget under community programs or redevelopment activities line items. The CRA's financial commitment represents seed funding to establish and launch the RENEW program within both corridors. This is a time-limited investment intended to demonstrate program value and build the operational foundation necessary for MDSO to sustain the program independently beyond the two-year period. The proposed costs are as follows:

<b>Agency</b>	<b>Annual Cost</b>	<b>Two-Year Total</b>
NW 7th Avenue CRA	\$43,920	\$87,840
NW 79th Street CRA	\$131,760	\$263,520
<b>Combined Total</b>	<b>\$175,680</b>	<b>\$351,360</b>

**Delegation of Authority**

Upon Board approval, the Executive Director is authorized to execute separate Interlocal Agreements with the Miami-Dade Sheriff's Office on behalf of each Agency pursuant to Section 163.01, Florida Statutes, coordinate program implementation with MDSO and CRA staff, and take all actions necessary to carry out the intent of this approval in accordance with applicable law and Agency policies.

**Background**

The NW 7th Avenue and NW 79th Street CRA corridors fall within the jurisdiction of the Northside District Station, operating under the direct supervision of the North Operations Division of the Miami-Dade Sheriff's Office. This localized operational structure ensures that the RENEW program is administered by personnel with direct knowledge of and responsibility for both corridors, strengthening accountability and community continuity. Both Agencies' adopted Redevelopment Plans identify community engagement, quality-of-life improvements, and support for a safe and welcoming corridor environment as priorities aligned with broader redevelopment objectives, and the RENEW program directly advances these goals through structured, proactive outreach, merchant engagement, crime prevention education, community events, and coordinated deployments aligned with CRA redevelopment activities.

Because MDSO is a governmental entity, this engagement is structured as an Interlocal Agreement pursuant to Section 163.01, Florida Statutes, which authorizes governmental entities to contract with one another for services without the competitive procurement requirements applicable to private vendor contracts. The two-year seed funding commitment is intended to establish the program, demonstrate its effectiveness, and create the operational foundation necessary for MDSO to independently sustain the program beyond the initial period. Any

renewal of CRA funding support beyond the approved two-year term will require separate Board approval based on demonstrated program outcomes and performance.

**Attachment**

RENEW Program Proposal — Miami-Dade Sheriff's Office

# **RENEW – Residential Empowerment Neighborhood Enforcement Work program**

## **Community Policing Services Proposal**

**NW 7th Avenue & NW 79th Street Community Redevelopment Agencies**

## **Introduction**

The Miami-Dade Sheriff’s Office (MDSO) proposes to provide supplemental public safety services through its Residential Empowerment Neighborhood Enforcement Work (RENEW) program within the boundaries of the NW 7th Avenue Corridor Community Redevelopment Agency and the NW 79th Street Corridor Community Redevelopment Agency. The proposed services are intended to enhance safety and visibility in targeted redevelopment areas while supporting business activity and protecting public and private investment within both CRA corridors.

## **Program Overview**

RENEW is a community-oriented public safety program focused on proactive engagement, visibility, and problem-solving. Within the CRA context, the program is designed to address quality-of-life issues that negatively affect commercial activity and redevelopment efforts. Services provided under this program are supplemental and incremental in nature and are intended to complement existing law enforcement services without replacing baseline policing operations.

## **Scope of Services**

- Provide RENEW program services exclusively within the geographic boundaries of the NW 7th Avenue CRA and the NW 79th Street CRA.
- Conduct enhanced patrol operations using foot patrols, bicycle patrols, and marked vehicle patrols, as appropriate.
- Perform a minimum of two (2) RENEW deployments per month per CRA.
- Schedule deployments to align with peak business hours, evenings, weekends, and CRA-supported events.
- Conduct business walk-throughs to engage merchants, identify recurring concerns, and provide crime prevention guidance.
- Participate in community meetings, workshops, or outreach events upon request by CRA staff.
- Conduct RENEW walks to promote crime prevention education and community awareness.

- Utilize crime trend data and field observations to identify repeat locations and adjust deployment strategies.
- Coordinate RENEW activities with CRA staff to align with capital improvements, streetscape projects, façade improvements, and redevelopment initiatives.
- Prioritize prevention and response related to theft, assault, and vehicle burglary.
- Address quality-of-life concerns, including homelessness-related issues through coordinated enforcement, education, and referrals to appropriate services.
- Ensure all services remain supplemental and incremental to baseline law enforcement services.
- Coordinate and participate in one (1) quarterly community bike ride within each CRA, in collaboration with CRA staff and interested community leaders, to promote visibility, community engagement, and public safety awareness within the corridor.
- Coordinate a community resource fair with local food vendors, bounce houses, games for kids and music, creating an environment where community members and local law enforcement can positively interact and come together to create lasting memories and bonds.

## Reporting & Performance Accountability

MDSO shall submit monthly reports to CRA staff summarizing RENEW program activities conducted within each CRA. Reports shall include patrol hours by type, number of deployments, community and business engagements, enforcement and prevention activity, and comparative crime trend data within CRA boundaries. A brief narrative summary of observations, locations of concern, actions taken, and recommended adjustments shall be included. Quarterly briefings to CRA staff or the CRA Boards shall be provided upon request.

## Program Cost

The proposed annual cost for implementation of the RENEW Program is **\$43,920** for the **7<sup>th</sup> Avenue CRA** and **\$131,760** for the **79<sup>th</sup> Street CRA**, for a combined total of **\$175,680**. Costs are based on staggered deployments averaging three deployments per month within the 79<sup>th</sup> Street CRA and 1 monthly deployment within the 7<sup>th</sup> Avenue CRA and include personnel and operational expenses. Intracoastal District will conduct additional deployments within the 7<sup>th</sup> Avenue CRA, which are detailed in their separate proposal. Payment shall be subject to monthly invoicing, submission of required reports, and verification by CRA staff.

## Term

The proposed term of the RENEW Program is **2 fiscal years**, with any renewal subject to CRA Board approval, funding availability, and satisfactory performance and reporting compliance.

## **Conclusion**

The RENEW Program provides a targeted, community-based public safety approach that supports redevelopment objectives within the NW 7th Avenue and NW 79th Street CRAs. Through enhanced visibility, engagement, and coordination, this program is intended to improve corridor conditions, support businesses, and strengthen community trust while maintaining appropriate oversight and accountability.

**Action Item 6** - Approval of First-Mile / Last-Mile  
Community Circulator Pilot Program — Piggyback  
Agreement with Protransportation Inc. d/b/a ProKel Mobility.

**RESOLUTION NO. CRA-15-2026**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR AND CRA ATTORNEY TO NEGOTIATE AND FINALIZE AN AGREEMENT WITH PROTRANSPORTATION INC. D/B/A PROKEL MOBILITY TO PROVIDE THE FIRST-MILE/LAST-MILE CIRCULATOR PILOT PROGRAM IN AN AMOUNT NOT TO EXCEED \$323,431.50 UNDER THE ACCESSING CONTRACTS FROM OTHER GOVERNMENT ENTITIES PROCUREMENT GUIDELINES OF MIAMI-DADE COUNTY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH PROTRANSPORTATION INC. D/B/A PROKEL MOBILITY; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the mission of the Northwest 79<sup>th</sup> Street Corridor Community Redevelopment Agency (“CRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

**WHEREAS**, the CRA is seeking to engage Protransportation Inc. d/b/a ProKel Mobility to provide the First-Mile/Last-Mile Circulator Pilot Program, a fixed-route public transit community shuttle service operating within the CRA corridor, in an amount not to exceed Three Hundred Twenty-Three Thousand Four Hundred Thirty-One and 50/100 Dollars (\$323,431.50); and

**WHEREAS**, Miami-Dade County Implementation Order IO 3-38 - Master Procurement Implementing Order (the “Implementing Order”) authorizes the award of a contract by accessing the competitively selected contract of any other governmental or quasi government entity or non-profit organization, provided the goods or services are not available through an existing Miami-Dade Contract at the same or lower price; and

**WHEREAS**, Protransportation Inc. d/b/a Prokel Mobility was previously competitively selected to provide public transit services and related ancillary services to the City of Coral Springs, Florida; and

**WHEREAS**, the Board of Commissioners of the CRA desires to authorize the negotiation, finalization and execution of an Agreement with Protransportation Inc. d/b/a ProKel Mobility to provide the First-Mile/Last-Mile Circulator Pilot Program in an amount not to exceed Three Hundred Twenty-Three Thousand Four Hundred Thirty-One and 50/100 Dollars (\$323,431.50), which Agreement shall be in a form and substance as negotiated by the Executive Director and approved as to legal form and sufficiency by the CRA Attorney.

**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. Negotiation and Finalization of Agreement.** The Executive Director and CRA Attorney are hereby authorized to negotiate and finalize an agreement with Protransportation Inc. d/b/a ProKel Mobility to provide the First-Mile/Last-Mile Circulator Pilot Program in an amount not to exceed Three Hundred Twenty-Three Thousand Four Hundred Thirty-One and 50/100 Dollars (\$323,431.50).

**Section 3. Execution of Agreement.** The Executive Director is hereby authorized to execute and deliver the Agreement with Protransportation Inc. d/b/a ProKel Mobility to provide the First-Mile/Last-Mile Circulator Pilot Program.

**Section 4. Implementation of Agreement.** The Executive Director is hereby authorized to take all action necessary to implement the terms of the Agreement with Protransportation Inc. d/b/a ProKel Mobility to provide the First-Mile/Last-Mile Circulator Pilot Program, 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 20<sup>th</sup> day of May, 2026.

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

ATTEST:

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

APPROVED AS TO LEGAL SUFFICIENCY

\_\_\_\_\_  
Steven 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)



**Date:** May 20, 2026

**To:** Board Members of NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**From:** Casneve Oupelle, Executive Director   
NW 7th Avenue & NW 79th Street Community Redevelopment Agencies

**Subject:** Approval of First-Mile / Last-Mile Community Circulator Pilot Program — Piggyback Agreement with Protransportation Inc. d/b/a ProKel Mobility

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**Recommendation**

It is recommended that the Board of Commissioners of the NW 7th Avenue and NW 79th Street Community Redevelopment Agencies approve a piggyback agreement with Protransportation Inc. d/b/a ProKel Mobility for the provision of fixed-route community circulator services within both CRA corridors under the First-Mile / Last-Mile Community Circulator Pilot Program, in an amount not to exceed \$646,863.00 annually, shared equally between both Agencies at \$323,431.50 per Agency, for a term of 12 months.

**Fiscal Impact**

Funding for this program is available within each Agency's adopted budget under the First-Mile / Last-Mile line item. Costs are shared equally between both Agencies as follows:

<b>Agency</b>	<b>Not-to-Exceed Amount</b>
NW 7th Avenue CRA	\$323,431.50
NW 79th Street CRA	\$323,431.50
<b>Combined Total</b>	<b>\$646,863.00</b>

The not-to-exceed amount approved herein represents the maximum combined annual cost and shall not be exceeded without separate Board approval. The anticipated expenditure through September 30, 2026 will remain within each Agency's current adopted budget allocation for the First-Mile / Last-Mile line item. Any unexpended balance will be carried forward and the line item will be increased in the FY2027 adopted budget to support program continuation, eliminating the need for a budget amendment at this time.

**Delegation of Authority**

Upon Board approval, the Executive Director and CRA Attorney are authorized to negotiate and finalize separate agreements with Protransportation Inc. d/b/a ProKel Mobility on behalf of each Agency, consistent with the terms of the existing City of Coral Springs contract and this Board approval. The Executive Director is further authorized to execute the agreements, take all actions necessary to implement the program, and exercise all provisions contained therein, including cancellation, termination, and amendment provisions.

**Background**

Transportation access and first-mile / last-mile connectivity are recognized priorities in both Agencies' adopted Redevelopment Plans. Residents, employees, and visitors within both corridors face significant gaps in local mobility, including limited access to the Northside Metrorail Station, Golden Glades Multimodal Center, and Metrobus routes 77, 79, and 277, reducing foot traffic to local businesses and creating barriers to redevelopment.

Protransportation Inc. d/b/a ProKel Mobility was previously competitively selected to provide public transit services to the City of Coral Springs, Florida. Pursuant to the Accessing Contracts from Other Government Entities provision of Miami-Dade County Implementing Order IO 3-38 as adopted by the CRA, the Agencies are authorized to piggyback on that contract without a duplicative competitive solicitation. The program consists of two dedicated routes, the NW 7th Avenue and the 79th Street Circulator, operating seven days a week with

extended evening hours on Fridays and Saturdays. All vehicles are fully ADA compliant. Upon conclusion of the approved term, staff will present the Board with a performance report and recommendation regarding continuation. Any renewal or expansion will require separate Board action.

**Attachment**

- ProKel Mobility Proposal and Presentation — NW 79th Street and NW 7th Avenue Transportation Plan
- City of Coral Springs Contract — Protransportation Inc. d/b/a ProKel Mobility



# NW 79 Street & 7th Ave Transportation Plan

**PROPOSAL**

May 2026



# CRA Mobility Program Overview



## 1. Introduction to ProKel Mobility

Overview of ProKel’s proven experience operating multimodal transit systems across South Florida, our dedicated local operations team, and our commitment to exceeding CRA performance standards for reliability, safety, and community impact.



## 2. Phase 1: Fixed-Route Community Shuttle Proposal

Launch of two high-frequency CRA-funded shuttle systems—Uptown Avenue 7 (NW 7th Ave) and 79th Street Circulator—linking residents, jobs, retail, and major transit hubs including Golden Glades, Northside Metrorail, and Metrobus routes 77, 79, and 277.



## 3. Phase 2 & 3: Supplemental On-Demand Mobility Network

An optional, flexible service model using app-based vehicles within CRA boundaries to provide first/last-mile trips connecting directly to existing MDT stops—fully integrated into the **RideKel platform** for real-time trip planning and multimodal transfers.

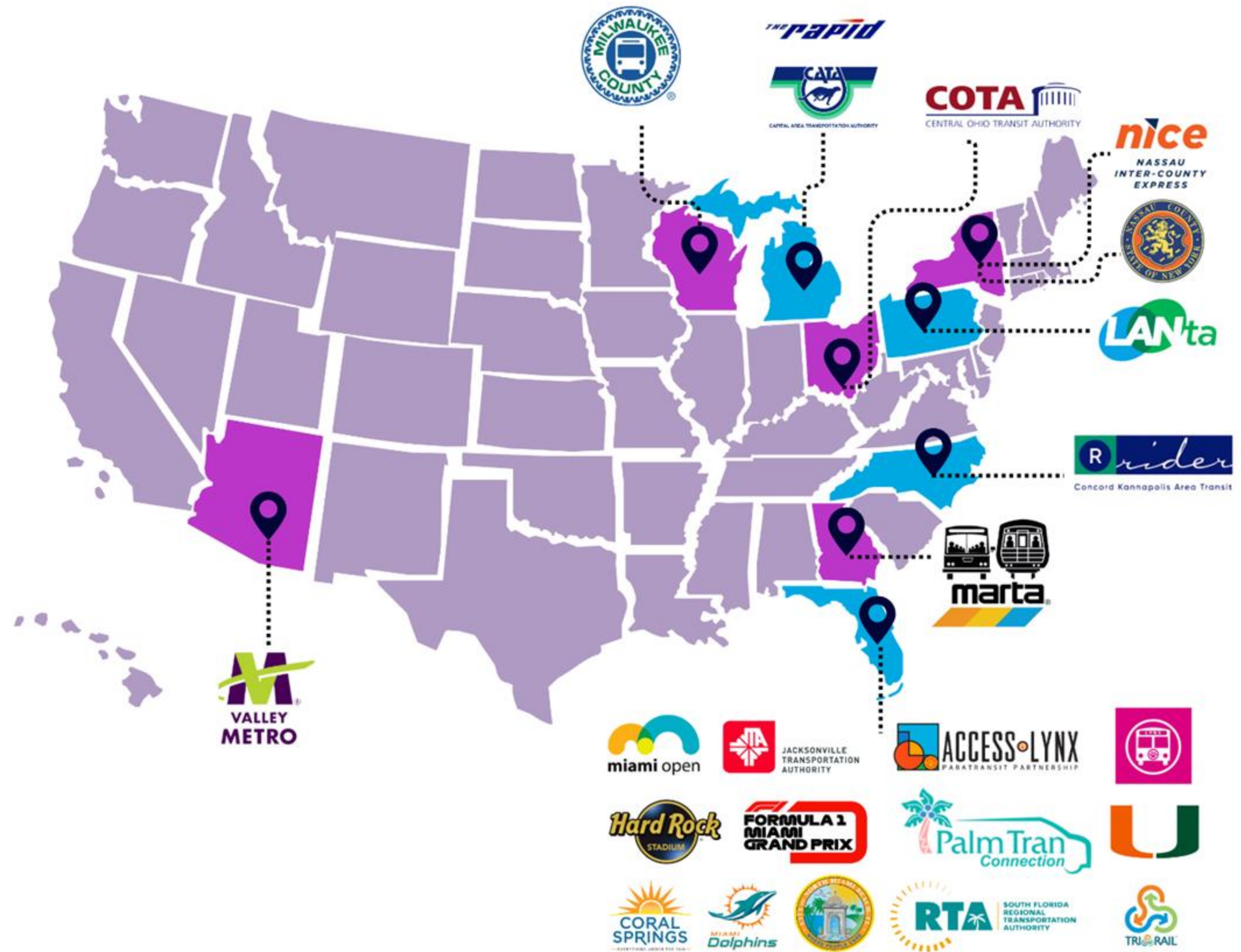


## 4. Unified Mobility Platform

RideKel offers one connected app for trip planning, booking, and live vehicle tracking across both service types—creating a seamless rider experience that connects local CRA mobility with regional Miami-Dade Transit options.



**PROKEL  
MOBILITY  
DRIVING THE  
FUTURE OF  
TRANSIT  
ONE  
COMMUNITY AT  
A TIME**



# PROKEL LEADERSHIP TEAM



Kelly Gonzalez Jr.

CEO + Owner



Eduardo Carrion

Chief Operating  
Officer



Justin Cayless

SVP of Operations



Vasti Amaro

Strategic Advisor



Logan McLeod

SVP of Business  
Development



# SENIOR OPERATIONS TEAM



**Eduardo Carrion**  
Chief Operating Officer

- 30+ years in all transit modes
- Former transit agency CEO



**Justin Cayless**  
SVP of Operations

- 25+ years experience
- Former CTO of NOLA RTA



**Lashonda Carter**  
Vice President of Operations

- 15+ years in safety and ops training
- 100% ADA, FTA, and OSHA compliance



**John Petilien**  
General Manager

- Fmr. First Transit TOPS! Manager
- 20+ years ops experience

## Team Snapshot

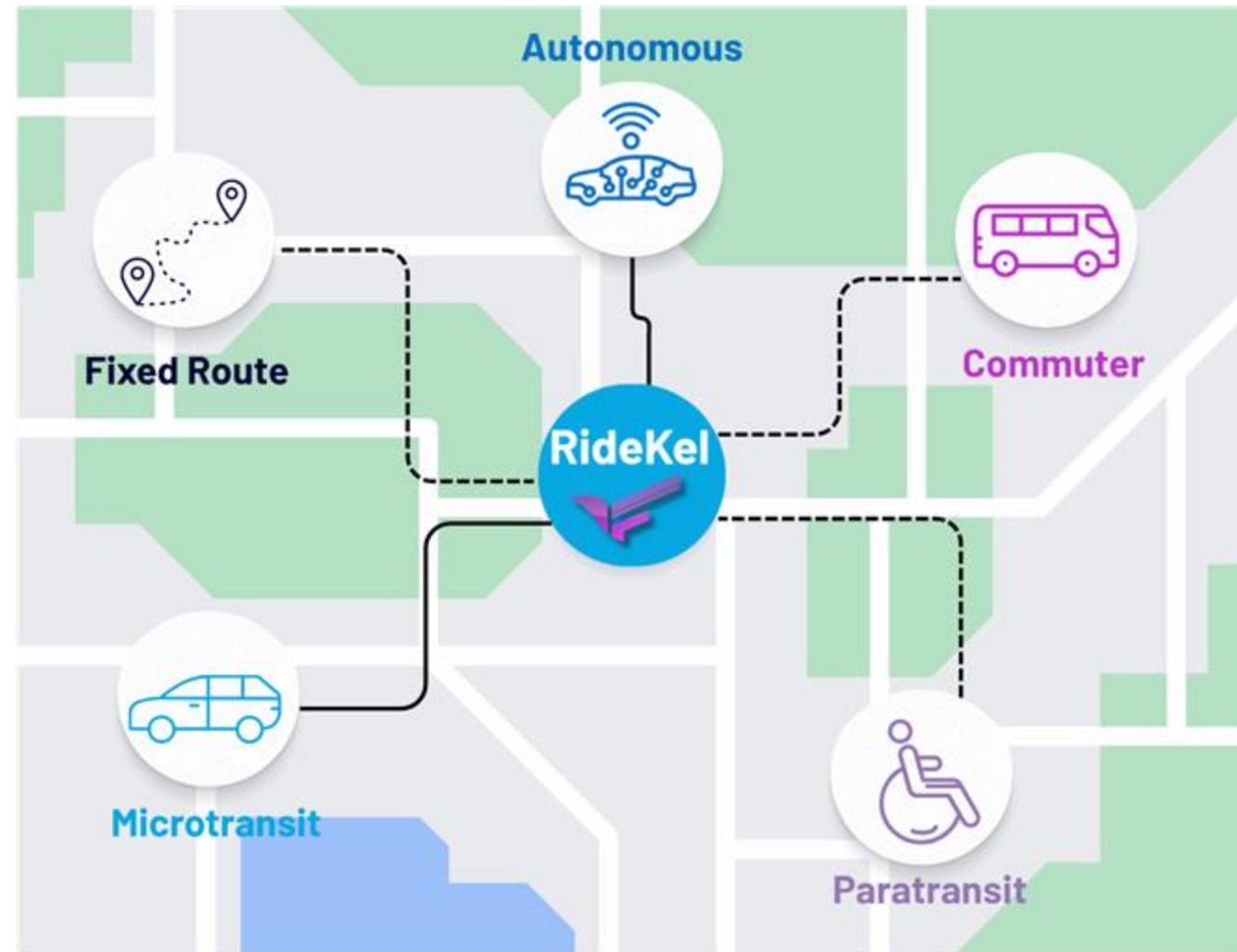
**Leadership that's delivered both national scale and local responsiveness**

**Over 80 combined years in transit**

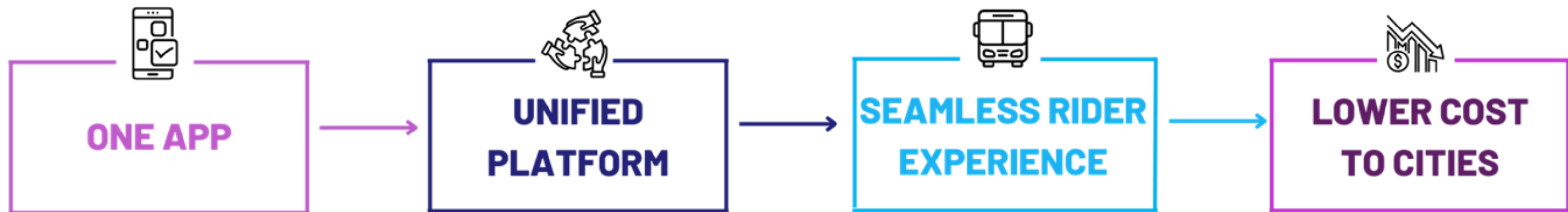
**100% compliance in regulated operations**



# Complete Mobility Under One Solution = Enabled Partners



- ◆ **Fixed Route**  
Scheduled service with predictable stops
- ◆ **Paratransit**  
ADA-compliant, door-to-door rides
- ◆ **Microtransit**  
Flexible, demand-responsive zones
- ◆ **Autonomous Vehicles**  
Integrated first-last mile AV solutions



# ProKel Employee Recruitment & Workforce Development

## Why We Are Fully Staffed

**Turnover Rate < 6% & Retention Rate > 95%**

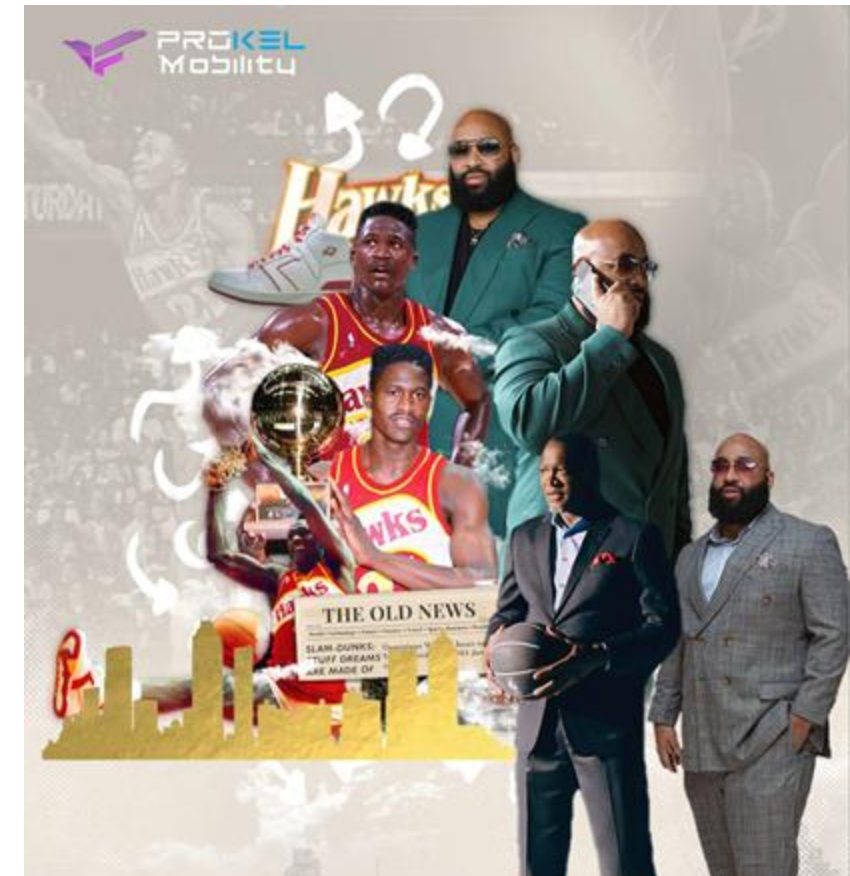
- **KelHire Staffing Program:** This proprietary platform recruits, trains and deploys operators within 72 hours of hire.
- **Celebrity Recruitment Campaigns: Applicant Tracking System (ATS):** Automates job postings and ensures applicant contact within 48 hours filling gaps quickly.
- **Programmatic Advertising:** Automated job placement software targets high-traffic job boards, maximizing applicant visibility to address staffing needs efficiently.

## ProKel in Georgia a Commitment to Service Georgia-Based Workforce Development Office

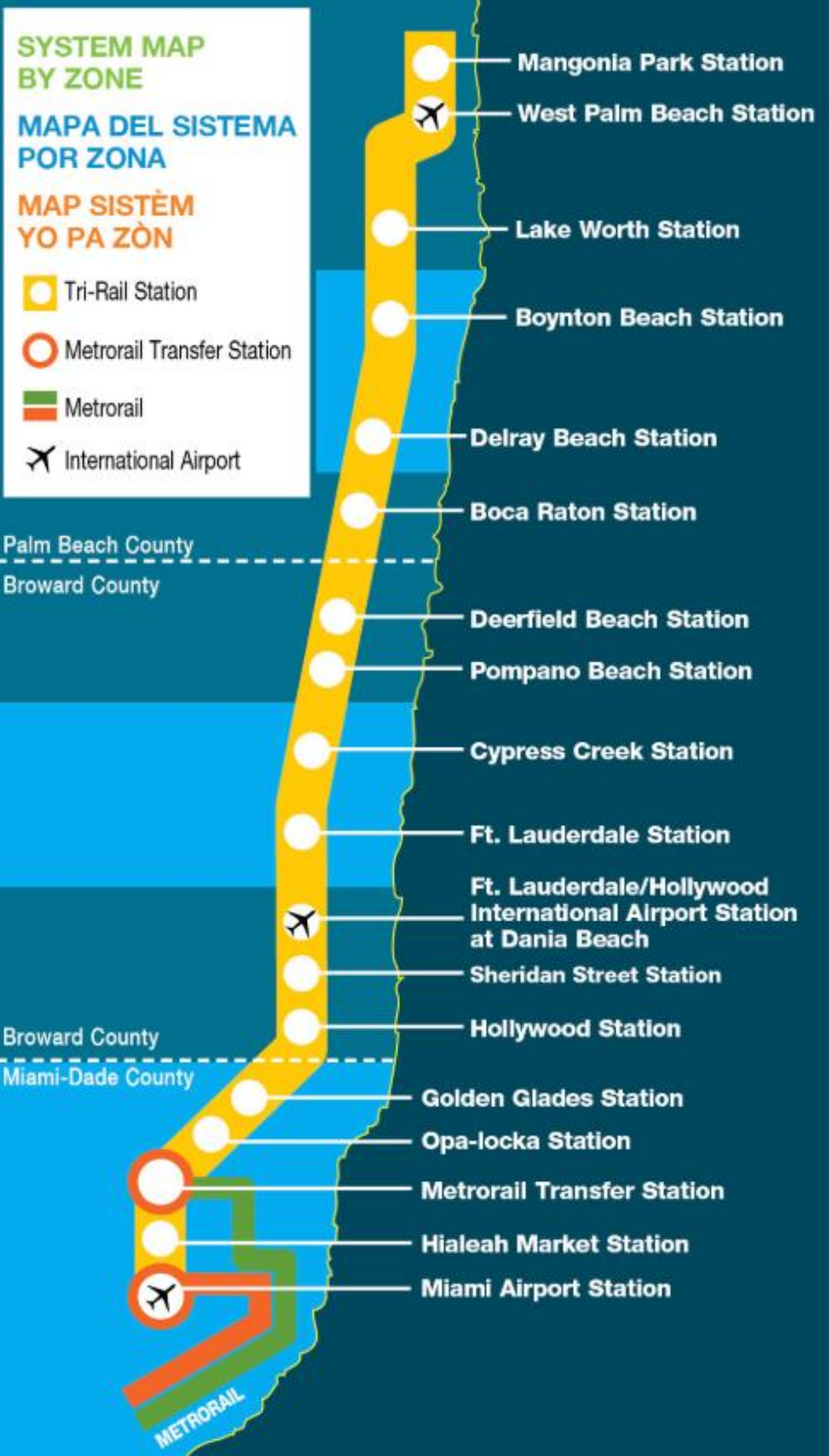
Received over **4,000 applications** in a single week at a Georgia hiring event.

KelHire has the capacity to **hire one hundred (100) transportation professionals** in one (1) day.

To insure uninterrupted service for MARTA, ProKel flew in **40 drivers to support the new paratransit services.**







Pictured here is Atlanta Falcon's Legend Mohamad Sanu and ProKel CEO Kelly Gonzalez Jr.






# NMB Case Study






## Current Challenges

-  Long Headways and Wait Times
-  Duplicative Routes
-  Aging Vehicles
-  Lack of Interconnectivity

-  Increasing Headway Times
-  Overlapping Stops
-  Low Productivity on Routes

## Service Improvements

-  45 Minute Headways - Shorter Wait Times
-  New - Modern Vehicles

-  Simplified Routes - More Stops
-  Integrated Multimodal App
-  On-demand Service

## Core Principles:



# MICROTRANSIT

**Fixed-route system hub integration:** ProKel's microtransit services can drive transit ridership revenue by boosting overall ridership, slashing costs, and boosting local economies.

**Bridging the Gap:** Microtransit on-demand tackles the "first and last mile" challenge, connecting riders from home or work to major transit hubs where fixed routes do not reach.

**Affordable Fares:** For the first and last mile, ProKel's microtransit on-demand service is 40% cheaper than ride-hailing/sharing transit options.

**Flexible and Tech-Driven:** ProKel offers custom apps and dynamic routing, picking up riders where they are and offering curb-to-curb service using real-time demand.



Traffic congestion and parking  
Underserved, low-income, and  
disabled riders face gaps in  
connectivity



Ride-hailing is expensive and  
inconsistent



Walking is not always safe or  
possible



# Goals & Objectives – 79th and & 7 Ave



## **Catalyze Local Economic Growth**

Drive sustained economic activity within the CRAs by increasing access to business corridors, retail centers, and job hubs—supporting merchant visibility, foot traffic, and customer spending through reliable, community-focused transit service.



## **Strengthen First-Last Mile Connectivity**

Provide seamless, multimodal access to Metrorail, Metrobus, and Tri-Rail, ensuring that residents and employees and visitors can easily connect between neighboring CRAs and businesses.



## **Reduce Traffic Congestion**

Offer a convenient alternative to single-occupancy vehicle travel, reducing local congestion and parking limitations.



## **Promote and Support CRA Businesses**

Align shuttle stops and service zones with CRA business grant recipients and retail clusters to promote storefront engagement, increase visitation.

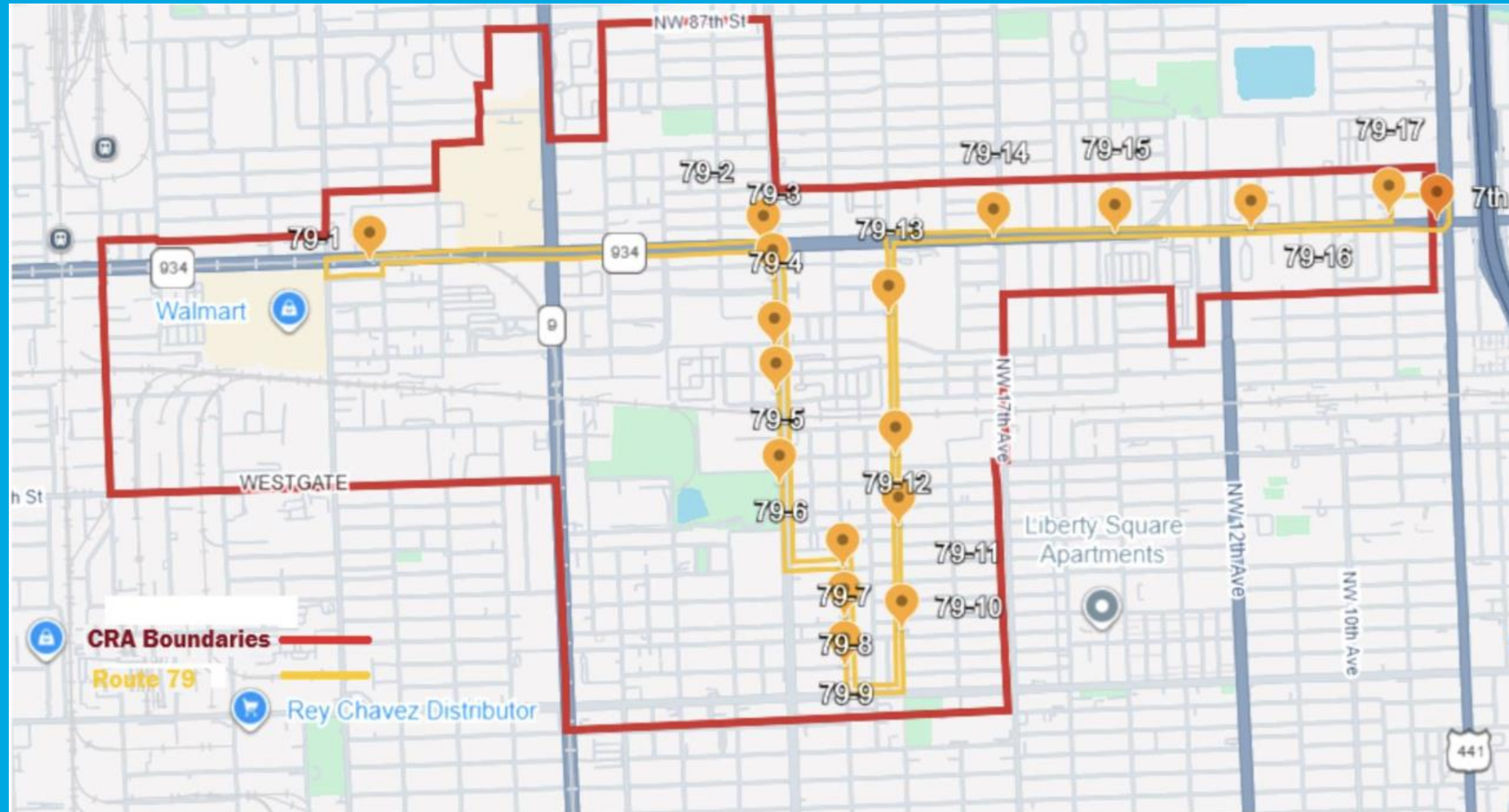


## **Advance Transportation Equity**

Deliver reliable, accessible, and integrated mobility for all community members and visitors.



# 79 St CRA HYBRID SERVICE DESIGN

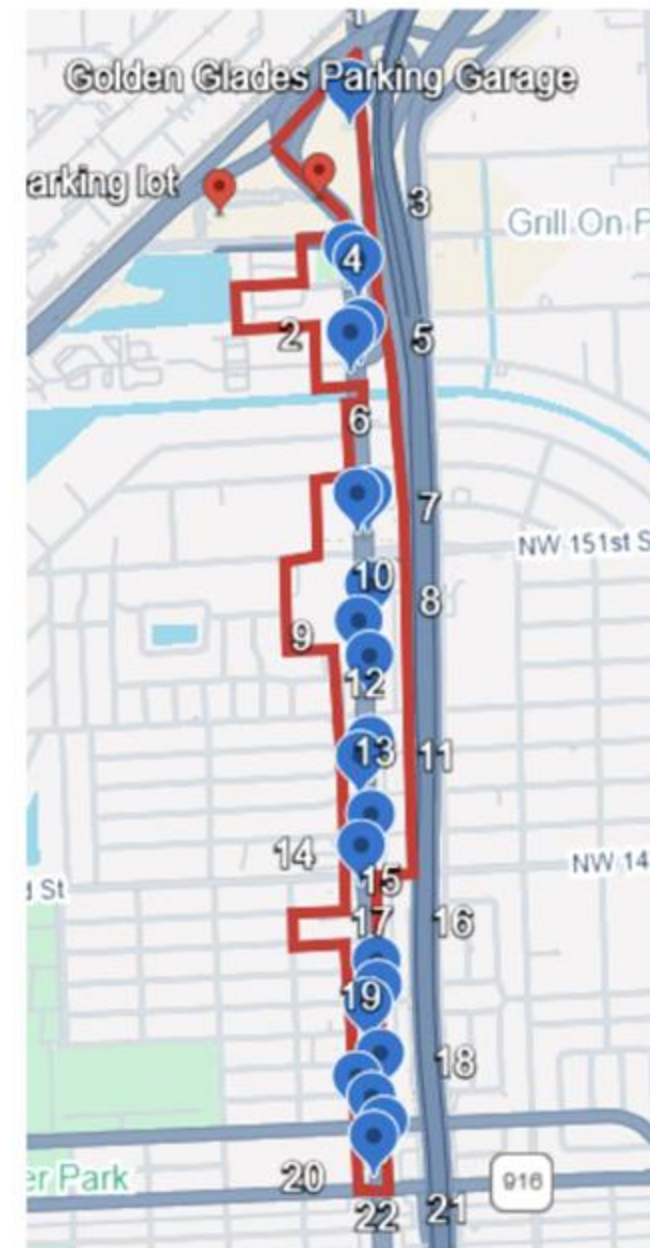


# 7th Ave EXISTING MDT & EXPANSION

7th Ave CRA Current Transit (MDT- Stops)



7th Ave CRA - Expansion



CRA Boundaries w/ MDT Stops (Left) & Proposed Route (Right)



# HYBRID MOBILITY APPROACH

## 79 Street Loop Fixed-Route

- App-based service providing fixed-route service across the 79th Street CRA to major retail, employment, and community destinations.
- Designed to increase **foot traffic to local businesses** and enhance access to CRA-supported economic corridors.
- Integrates with **existing Miami-Dade Transit stops** for seamless first-last mile connections to Metrorail, Metrobus Route 79, and Northside Station.

## Express Fixed-Route Connectivity (7th Avenue CRA)

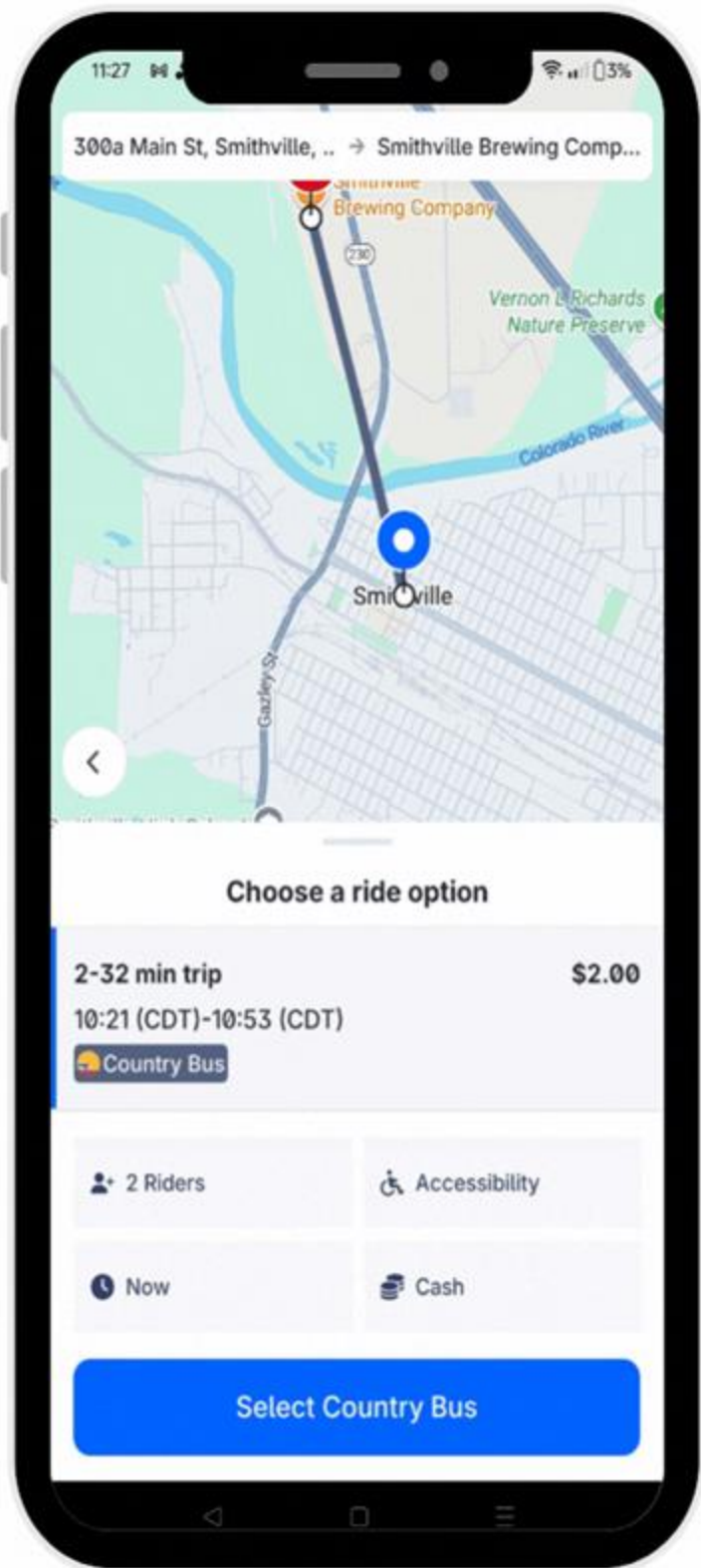
- Dedicated, high-frequency **express shuttle along NW 7th Avenue**, linking Golden Glades Multimodal Center to the CRA's southern boundary at NW 79th Street.
- Provides rapid service to key employment and retail zones while complementing existing Route 77/277 and Tri-Rail links.
- Serves as the **core trunk connection** between the Uptown Avenue 7 corridor and the 79th Street CRA's on-demand network.

## Integrated Corridor Link & Mobility Platform

- Unified under the **RideKel platform**, offering one connected system for trip planning, booking, and live tracking across all CRA mobility modes.



# STOP-BY-STOP DETAILS



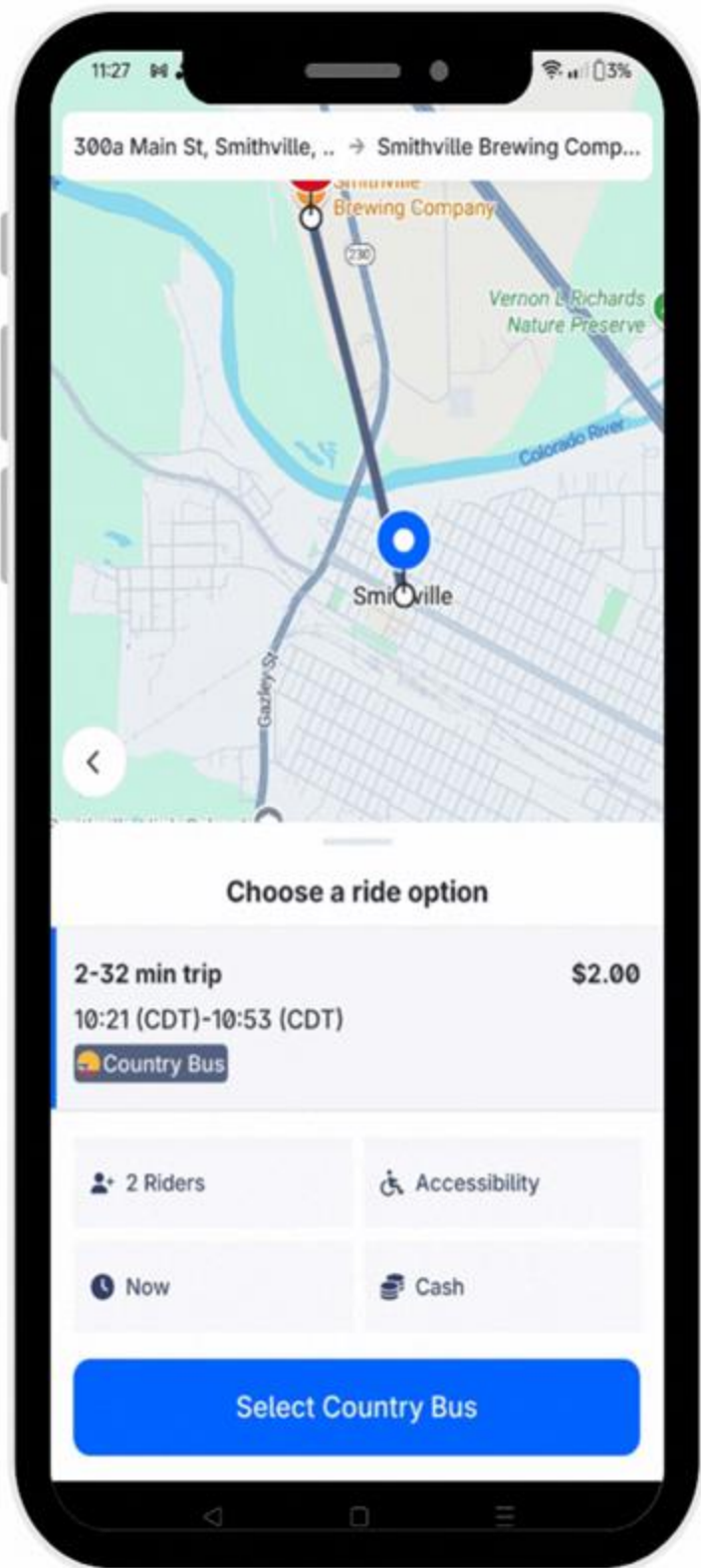
## Proposed Fixed-Route Stop Locations

**Note:** Stop locations should be evaluated in coordination with CRA Leadership for final placement, shelters, and ADA access.

7th Ave Express	
Stop and Location Description	
Stop	Location Description
<b>NW 7th Ave &amp; NW 79th St – “79th &amp; 7th Mobility Hub”</b> <i>(Transfer Hub with 79th St CRA)</i>	<b>Primary inter-CRA transfer location</b> and corridor gateway. Serves Northside Metrorail Station (~0.5 mi east), nearby retail centers, and the intersection of both CRA boundaries.
<b>Edmonson Transit Village / NW 62nd St &amp; 7th Ave</b>	Established <b>transit terminal and redevelopment anchor</b> with high existing ridership.
<b>NW 7th Ave &amp; NW 95th St</b>	Active retail node with groceries, restaurants, and local services.
<b>NW 7th Ave &amp; NW 119th St / 125th St</b>	Major <b>commercial crossroads</b> with grocery, banking, and professional offices.
<b>NW 7th Ave &amp; NW 135th / 143rd St</b>	Northern retail and employment cluster before the Golden Glades interchange.
<b>Golden Glades Multimodal Center (Tri-Rail &amp; Park-and-Ride)</b>	<b>Northern anchor and regional gateway.</b>



# STOP-BY-STOP DETAILS



## Proposed Fixed-Route Stop Locations

**Note:** Stop locations should be evaluated in coordination with CRA Leadership for final placement, shelters, and ADA access.

NW 79 Street Connect	
Stop and Location Description	
Stop	Location Description
<b>NW 7th Ave &amp; NW 79th St – “79th &amp; 7th Mobility Hub”</b> (Connection to 7th Ave CRA Shuttle)	<b>Major intersection anchoring both CRAs; shared multimodal transfer hub.</b>
<b>Northside Metrorail Station</b> (3150 NW 79th St)	<b>Regional transit anchor and eastern gateway to CRA.</b>
<b>Northside Shopping Center</b> (NW 79th St @ NW 32nd Ave)	<b>Largest retail and grocery hub within CRA.</b>
<b>NW 79th St @ NW 27th Ave (Northside Shopping Annex)</b>	<b>High-volume commercial node and restaurant cluster.</b>
<b>NW 79th St @ NW 22nd Ave (Neighborhood Retail Node)</b>	<b>Mid-corridor community retail and dining strip</b>
<b>NW 79th St @ NW 17th Ave (Local Service Corridor)</b>	<b>Dense retail frontage and small professional offices.</b>
<b>NW 79th St @ NW 12th Ave (Emerging Retail Cluster)</b>	<b>Transitional area with redevelopment potential.</b>
<b>NW 79th St @ NW 10th Ave (Residential-Commercial Interface)</b>	<b>Residential concentration adjoining small shops and markets.</b>
<b>NW 79th St @ NW 27th Ct (Industrial &amp; Retail Mix)</b>	<b>Serves employment and light industrial area.</b>
<b>NW 79th St @ NW 32nd Ave / NW 33rd Ave Node</b>	<b>Western commercial pocket near industrial park.</b>
<b>NW 79th St @ NW 37th Ave (Western CRA Gateway)</b>	<b>Western edge of CRA, transitional industrial-commercial zone.</b>
<b>NW 79th St @ NW 20th Ave (Community Center / Retail Mix)</b>	<b>Neighborhood civic hub and mixed business node.</b>





# SERVICE SCHEDULE & FREQUENCY

## Service Schedule & Expected ETA Wait-Times

Time Period	Service Span
Monday - Thursday	9:00 AM - 7:00 PM
Friday - Saturday	9:00 AM - 10:00 PM
Sunday	9:00 AM - 6:00 PM



PHASE 2 & 3

# SUPPLEMENTAL ON-DEMAND

FIRST & LAST-MILE COVERAGE

---



# Choose the Right Mobility Program for Your CRAs

All three options share the RideKel platform, ProKel operations, and ADA-compliant fleet. What changes is how much on-demand coverage you layer on top of the fixed routes.

PHASE 1 · ESSENTIAL

## Fixed-Route Foundation

**\$646,863**

Year 1 program total

PER CRA · 50/50 SPLIT

**\$323,431**

Year 1, each agency

BEST FOR

CRAs starting with proven, reliable corridor service

INCLUDES

- ✓ 2 community shuttles · 2 corridors
- ✓ Fixed schedule · predictable wait times
- ✓ ADA-compliant fleet
- On-demand coverage
- Microtransit zones · paratransit float

★ RECOMMENDED OPTION

PHASE 2 · RECOMMENDED

## Hybrid Mobility

**\$1,211,324**

Year 1 program total

PER CRA · 50/50 SPLIT

**\$605,662**

Year 1, each agency

BEST FOR

CRAs that want broad reach without overspending

INCLUDES

- ✓ 2 community shuttles · 2 corridors
- ✓ Fixed schedule · predictable wait times
- ✓ ADA-compliant fleet
- ✓ 2 on-demand EVs · curb-to-curb pickup
- ✓ 1 ADA vehicle float

PHASE 3 · FULL COVERAGE

## Complete Mobility

**\$1,685,913**

Year 1 program total

PER CRA · 50/50 SPLIT

**\$842,956**

Year 1, each agency

BEST FOR

CRAs with peak demand or equity-focused expansion goals

INCLUDES

- ✓ 2 community shuttles · 2 corridors
- ✓ Fixed schedule · predictable wait times
- ✓ ADA-compliant fleet
- ✓ 4 on-demand EVs · max curb-to-curb supply
- ✓ 1 ADA vehicle float

## Zone A – Western Sector

- VW ID Buzz EVs serving the area west of NW 72nd Ave.
- Curb-to-curb pickup that **cuts ETA wait times** across Westgate, Metrorail Station, and Florida Dept. of Health.
- First/last-mile feeder to **79West Route** trunk stops along NW 79th Street.

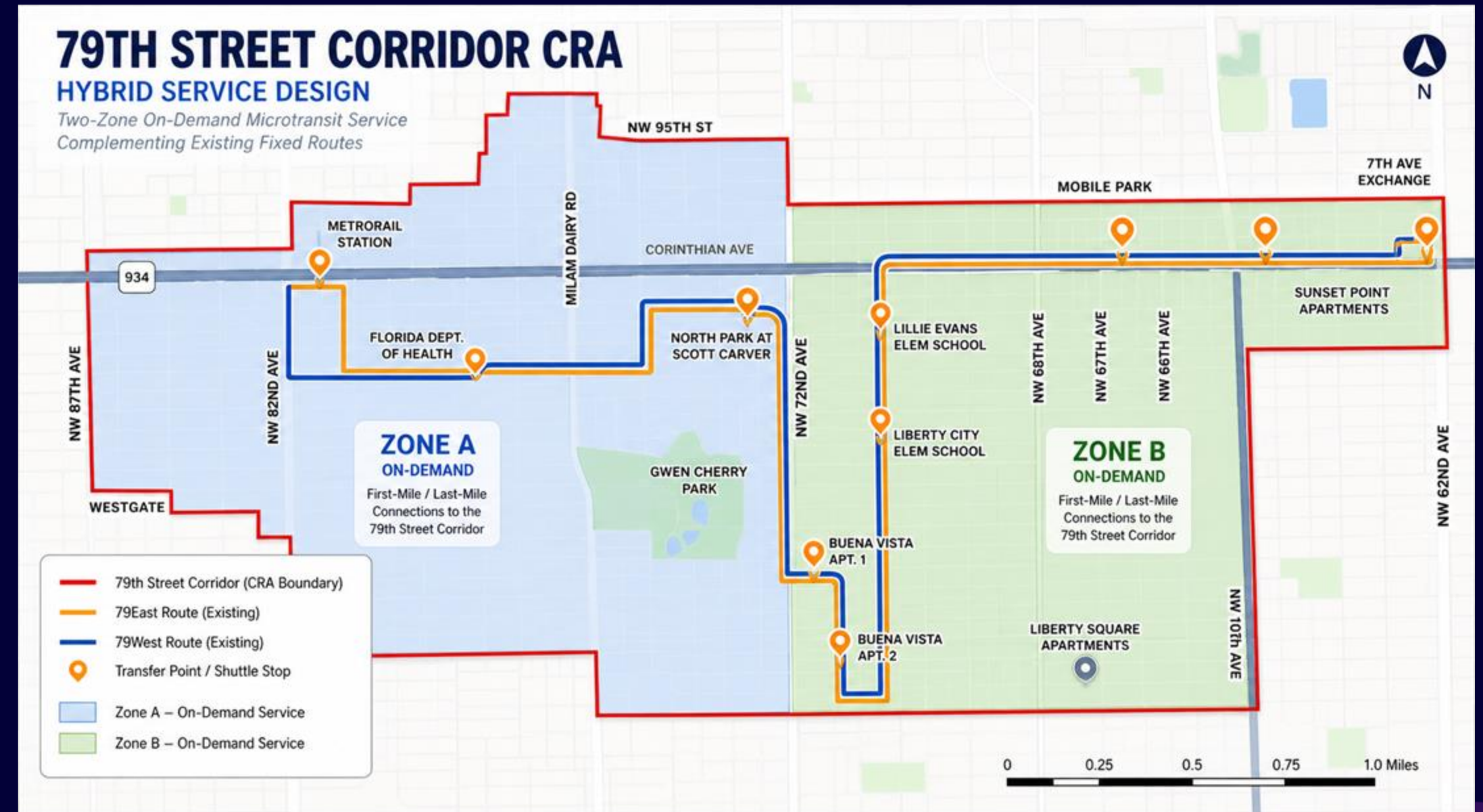
## Zone B – Eastern Sector

- VW ID Buzz EVs serving the area **east of NW 72nd Ave**, out to the 7th Ave Exchange.
- Coverage through Liberty City, Buena Vista, and Liberty Square.
- First/last-mile feeder to the **79East Route** trunk and the 7th Ave Exchange.

## Floating ADA + RideKel Multimodal


- 1 ADA 6+2 vehicle floats between zones; the **RideKel platform**: fixed-route real-time tracking, on-demand booking, and MDT + Metrorail journey planning.

# PHASE 2 & 3 ON-DEMAND ZONES



# On-Demand Transit for Every Occasion

**Book**  
via app or call



**Ride**  
with dynamic routing



**Transfer**  
to nearby transit or destination



## Ideal For:

Low-Density  
Zones



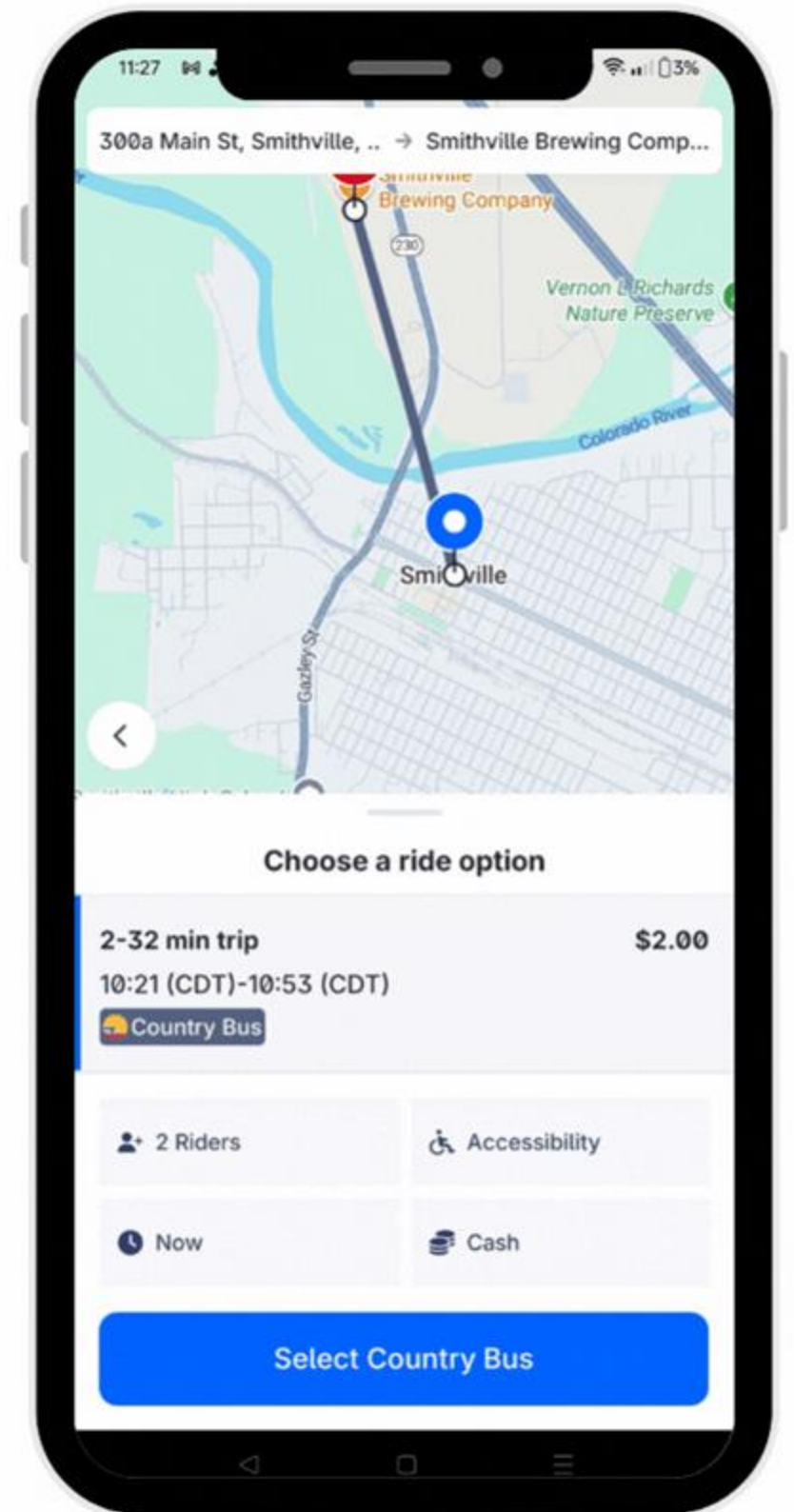
Off-Peak Hours



Community Events



ADA Riders



# Fixed-Route Foundation

Two community shuttles establishing reliable corridor service

## YEAR 1 PROGRAM COST · PER-CRA BREAKDOWN

# \$646,863

Total Year 1 · ~\$53,905/month combined

## EACH CRA PAYS INDEPENDENTLY · 50/50 ALLOCATION

### 79TH STREET CRA

79 Street Loop · service zones

## \$323,431

Year 1 · \$26,952/month

### 7TH AVENUE CRA

7th Avenue Express · service zones

## \$323,431

Year 1 · \$26,952/month

## ALL-INCLUSIVE PRICING · NO HIDDEN COSTS



Fuel



Maintenance & cleaning



Driver recruitment & training



Facility, dispatch & oversight

Methodology: each CRA funds its corridor's shuttle; shared on-demand and ADA service costs split 50/50.

No start-up fees · Excludes ad revenue offsets · Preliminary, non-binding, subject to final scope of work.

## WHAT'S INCLUDED

### Phase 1 Fleet & Service

2

#### Community Shuttles

25 PAX + 2 WC each

## SERVICE HIGHLIGHTS

- Locally-hired professional driver ambassadors
- RideKel app · trip planning, booking, live tracking
- OpenEyes 360° camera coverage on every vehicle
- Climate-controlled cabins · ADA compliant fleet
- MDT and Metrorail transfer integration

5-YEAR PROJECTION · TOTAL ANNUAL

YEAR 1  
**\$646,863**

YEAR 2  
**\$667,657**

YEAR 3  
**\$698,044**

YEAR 4  
**\$731,405**

YEAR 5  
**\$768,125**

# Hybrid Mobility

★ RECOMMENDED

Fixed-route + targeted on-demand zones — best balance of coverage and cost

YEAR 1 PROGRAM COST · PER-CRA BREAKDOWN

# \$1,211,324

Total Year 1 · ~\$100,944/month combined

EACH CRA PAYS INDEPENDENTLY · 50/50 ALLOCATION

**79TH STREET CRA**  
79 Street Loop · service zones

## \$605,662

Year 1 · \$50,471/month

**7TH AVENUE CRA**  
7th Avenue Express · service zones

## \$605,662

Year 1 · \$50,471/month

ALL-INCLUSIVE PRICING · NO HIDDEN COSTS

- ✓ Fuel & EV charging
- ✓ Driver recruitment & training

- ✓ Maintenance & cleaning
- ✓ Facility, dispatch & oversight

Methodology: each CRA funds its corridor's shuttle; shared on-demand and ADA service costs split 50/50.

No start-up fees · Excludes ad revenue offsets · Preliminary, non-binding, subject to final scope of work.

WHAT'S INCLUDED

## Phase 2 Fleet & Service

- 2** Community Shuttles  
Fixed-route trunk service
- 2** On-Demand EVs  
VW ID Buzz · 7 PAX each
- 1** ADA Paratransit  
6+2 floating between zones

SERVICE HIGHLIGHTS

- Locally-hired professional driver ambassadors
- RideKel app · trip planning, booking, live tracking
- OpenEyes 360° camera coverage on every vehicle
- Climate-controlled cabins · ADA accessible ride capacity
- MDT and Metrorail transfer integration

5-YEAR PROJECTION · TOTAL ANNUAL

YEAR 1  
**\$1,211,324**

YEAR 2  
**\$1,244,677**

YEAR 3  
**\$1,297,028**

YEAR 4  
**\$1,352,529**

YEAR 5  
**\$1,411,523**

# Complete Mobility

Full hybrid network with expanded on-demand for peak demand and equity

YEAR 1 PROGRAM COST · PER-CRA BREAKDOWN

# \$1,685,913

Total Year 1 · ~\$140,493/month combined

EACH CRA PAYS INDEPENDENTLY · 50/50 ALLOCATION

**79TH STREET CRA**

79 Street Loop · service zones

## \$842,956

Year 1 · \$70,246/month

**7TH AVENUE CRA**

7th Avenue Express · service zones

## \$842,956

Year 1 · \$70,246/month

ALL-INCLUSIVE PRICING · NO HIDDEN COSTS

✓ Fuel & EV charging

✓ Maintenance & cleaning

✓ Driver recruitment & training

✓ Facility, dispatch & oversight

Methodology: each CRA funds its corridor's shuttle; shared on-demand and ADA service costs split 50/50.

No start-up fees · Excludes ad revenue offsets · Preliminary, non-binding, subject to final scope of work.

WHAT'S INCLUDED

## Phase 3 Fleet & Service

- 2** Community Shuttles  
Fixed-route trunk service
- 4** On-Demand EVs  
(3) ID Buzz + (1) ADA
- 1** ADA Paratransit  
6+2 floating between zones

SERVICE HIGHLIGHTS

- Locally-hired professional driver ambassadors
- RideKel app · trip planning, booking, live tracking
- OpenEyes 360° camera coverage on every vehicle
- Climate-controlled cabins · ADA accessible ride capacity
- MDT and Metrorail transfer integration

5-YEAR PROJECTION · TOTAL ANNUAL

YEAR 1  
**\$1,685,913**

YEAR 2  
**\$1,732,177**

YEAR 3  
**\$1,804,848**

YEAR 4  
**\$1,880,610**

YEAR 5  
**\$1,961,337**

# Community Shuttle Wrap Concepts



- 25 PAX + 2 wheelchair securement
- Fully ADA compliant
- Rear lift, 360° OpenEyes cameras, vehicle telematics monitoring



# On-Demand Vehicle Wrap Concepts

**Ford E-Transit Van (EV)**



- **7 + 1 wheelchair securement**
- **≈ 126 mi (city)**
- **Fully ADA compliant**
- **Rear lift, 360° cameras, energy monitoring**

**ID Buzz SUV (EV)**



- **7 passengers**
- **≈ 350 miles**
- **Non-ADA**
- **Quiet ride, Smart Charging, Spare telematics**



# Vehicle Advertising & Community Branding

 **Full and partial vehicle wraps** featuring approved local business advertisements.

 **Interior digital screens** showcasing community events, sponsors, and County initiatives.

 **Co-branded campaigns** with regional employers, educational institutions, or healthcare providers focused on awareness and social impact.



# COMMUNITY & ECONOMIC IMPACT



**Access to Jobs, Dining, Entertainment, and Retail**



**Increased Visitation = Supports Connectivity of modes**



**Supports Reduction in Traffic and Parking Congestion**



# Next Steps



**Planning and Service Refinement**



**Contracting**



**CRA Stakeholder Approval**



**Service Outreach, Marketing, and Community Engagement**

**Thank You**



**AGREEMENT BETWEEN THE CITY OF CORAL SPRINGS AND  
PROTRANSPORTATION INC., D/B/A PROKEL MOBILITY, FOR LOCAL  
INTRA-CITY BUS TRANSPORTATION SERVICES**

**THIS AGREEMENT**, made and entered into the 21 day of February, 2024  
(hereinafter "Effective Date") by and between:

**CITY OF CORAL SPRINGS, FLORIDA**  
a municipal corporation  
9500 West Sample Road  
Coral Springs, Florida 33065  
(hereinafter "CITY")

and

**PROTRANSPORTATION INC.**  
d/b/a Prokel Mobility  
a Florida profit corporation  
1200 North Federal Highway, Suite 200  
Boca Raton, Florida 33432  
(hereinafter "CONTRACTOR")

**WHEREAS**, CITY issued a Request for Proposal No. 24-B-074 on December 6, 2023 for Local Intra-City Bus Transportation; and

**WHEREAS**, CITY has determined that it would be in the public interest to provide quick and convenient public transit services to the residents of Coral Springs for specified routes within the City; and

**WHEREAS**, CITY established a selection committee to review and interview proposers (hereinafter "Selection Committee"); and

**WHEREAS**, after review by the Selection Committee and interviewing firms, staff recommended CONTRACTOR for the operation of the transportation service; and

**WHEREAS**, the City Commission concurs with the staff recommendation and finds it to be in the best interest of the citizens of the City of Coral Springs,

**NOW THEREFORE**, in consideration of the mutual terms, conditions, promises, covenants, and payments hereinafter set forth, CITY and CONTRACTOR agree as follows:

## ARTICLE 1

### SERVICES TO BE PROVIDED

- 1.1 **Scope of Services.** CONTRACTOR shall provide transportation services as described in the Scope of Services, attached hereto and incorporated herein, as Exhibit "A." The Scope of Services may be amended from time to time by CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes and schedules in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.
- 1.2 **Routes.** CONTRACTOR shall provide transportation services along the routes described in Exhibit "B." The routes may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the routes in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.
- 1.3 **Hours of Operation.** CONTRACTOR shall operate vehicles according to the hours specified in the Scope of Services described in Exhibit "A." The hours of operation may be amended from time to time at the sole discretion of CITY in an attempt to ensure high quality transit service, which responds to the needs of the community. In the event that CITY amends the hours of operation in a manner that does not result in a substantial deviation, CONTRACTOR shall adjust the performance of its service to comply with all such amendments at the same compensation rate.
- 1.4 **Holidays.** Intra-City transit services will not operate on the following national holidays: New Year's, Memorial Day, Independence Day, Labor Day, Thanksgiving, and Christmas, except as otherwise agreed in writing by the parties and approved by the City Manager or his designee.
- 1.5 **Vehicles.** Except as herein provided to the contrary, CITY (through the County) shall provide all vehicles. CONTRACTOR shall provide all equipment, personnel, training, labor, and materials necessary to provide the transportation, scheduling, dispatching, reporting, and monitoring of the transit service required herein throughout the Term of Agreement. CONTRACTOR acknowledges that CITY may at any time during the term of this Agreement substitute its own vehicles and/or vehicles provided by Broward County ("County") rather than use the vehicles to be provided by CONTRACTOR pursuant to this Agreement.
  - a. **Number of Vehicles.** CITY (through the County) shall be solely responsible for providing a sufficient number of vehicles, but not less than two (2) vehicles, to perform the terms of this Agreement. Such vehicles shall have seating capacity for at least twenty (20) passengers (minimum of 16 with wheelchair passengers). Any additional vehicles CITY deems necessary to provide backup service shall be

placed into service within thirty minutes in the event that one or more vehicles is out-of-service. CONTRACTOR acknowledges and agrees that the obligation to provide a sufficient number of vehicles contemplates that the number of vehicles required to effectuate the intent of this Agreement may increase over the term of the Agreement.

**b. Equipping of Vehicles.**

1. All vehicles shall conform to the standards required by the Americans with Disabilities Act (ADA).
2. All vehicles shall be equipped with two-way communications.
3. All vehicles shall be equipped with heating and air conditioning systems that are fully operative every day the vehicles are in service. Air conditioning systems shall maintain the interior temperature of the vehicle(s) at sixty eight (68) to seventy two (72) degrees Fahrenheit within sixty (60) seconds of closing the vehicle(s) doors with passengers on board, regardless of the outside temperature.
4. All vehicles shall have spaces in the interior for displaying transit system route schedules and promotional announcements.
5. All vehicles shall be equipped with an AM/FM radio.

**c. Maintenance of Vehicles.**

1. CONTRACTOR shall perform daily cleaning of the vehicles prior to beginning Community Bus Service each day as follows:
  - i. Exterior wash
  - ii. Interior windows cleaned
  - iii. Mopping of non-carpeted floors with clean water and appropriate cleaning solution
  - iv. Wiping down of non-upholstered seats with clean water and appropriate cleaning solution
  - v. Vacuuming of upholstered seats
  - vi. Pest control
  - vii. Wiping down of all hand rails with clean water and appropriate cleaning solution
  - viii. Refuse, newspapers and other recyclable material remaining on board shall become the property of the CONTRACTOR. However, items found that are the belongings of customers shall be maintained and made available consistent with CONTRACTOR's Lost and Found Policy, which policy shall comply with Florida law. CONTRACTOR's Lost and Found Policy must be approved by the Contract Administrator.
2. All vehicles and equipment on the vehicles shall be maintained in fully operable conditions at all times during the term of the Agreement. CONTRACTOR shall cause all components of each vehicle, including its body, frame, furnishing, mechanical, electrical, hydraulic, and other

operating systems to be maintained according to manufacturer's recommendations. CONTRACTOR shall cause any vehicle damaged in an accident or otherwise to be repaired or replaced immediately. CONTRACTOR shall, at its sole cost and expense, provide fuel, lubricants, repairs, parts, and supplies as required for the maintenance and operation of all vehicles.

3. All vehicles shall be safe for operation on public streets and highways and shall meet all requirements of the Florida Department of Transportation Rules Chapter 14-90, "Minimum Requirement for Transit Coaches and System Equipment," attached hereto and incorporated herein as Exhibit "D." All parts of the vehicles and equipment mounted on or in the vehicles shall conform at a minimum to all applicable federal motor vehicle safety standards.
  4. CONTRACTOR shall initiate and maintain an effective safety inspection program.
  5. CONTRACTOR shall document maintenance activities and the cost of such maintenance activities for each vehicle utilized for service under this Agreement and provide said document to CITY with monthly invoices.
- d. **Appearance of Vehicles.** All CITY vehicles, including back up vehicles, shall be similar in appearance and shall use a color scheme specified by the CITY. Vehicles shall be identified on the front, sides, and rear of the vehicles with signage or logos, including CITY'S logo, as CITY may from time to time specify. CONTRACTOR agrees that throughout the term of this Agreement the BCT logo and the Broward County assigned identification number (detailed in Article 8 herein), which will be provided by CITY, shall be conspicuously displayed on the rear of the vehicles at all times. CONTRACTOR shall assist in the cost of the initial exterior design by providing a \$500 stipend per vehicle. Any subsequent design modification shall be at CITY'S sole cost and expense. Any buses used on a temporary basis as replacements for the regular buses must display wording on the exterior of the bus showing the name "City of Coral Springs." This signage may be in the form of a static cling sign.
- e. **Inspection of Vehicles.** All vehicles shall be available for inspection by CITY prior to CONTRACTOR placing them in service and at any time thereafter at CITY'S discretion. CITY has the sole discretion to reject temporarily or permanently any vehicle which CITY deems unacceptable for reasons of safety, disrepair or appearance.
- f. **Contractor's use of vehicles for non-CITY related events.** CONTRACTOR may use vehicles owned by CONTRACTOR for any non-city related transportation in the event of an emergency, provided that CITY'S logo is covered on all exterior surfaces. CONTRACTOR may use the vehicles owned by

CONTRACTOR for any non-CITY related special events, contracted service or non-emergency usage, provided it has notified CITY at least 15 days prior to such utilization, provided that the CITY's "logo" is covered on all exterior surfaces. In any event, CONTRACTOR'S uses of vehicles for either non-CITY related emergencies or special events shall not, in any way, interfere with CONTRACTOR'S performance of its scope and services hereunder. CONTRACTOR shall hold CITY harmless from damages, loss, expenses, and the like arising from CONTRACTOR'S utilization of the vehicles for non-CITY related events.

#### 1.6 Drivers.

- a. CONTRACTOR shall obtain a driving and criminal background check for all drivers from the State of Florida Department of Law Enforcement or other sources approved by the Contract Administrator. CONTRACTOR shall require its drivers performing services hereunder to notify CONTRACTOR within twenty four (24) hours of any conviction for any traffic violation (except parking). CONTRACTOR shall not employ a driver to perform Community Bus Service that does not meet the requirements of Florida law.
- b. All employees operating a vehicle must have been a licensed operator for at least three (3) years (time spent driving on a learner's permit does not count towards this requirement).
- c. CONTRACTOR shall not employ or retain any drivers or supervisors whose driving record, as compiled by the Department of Motor Vehicles of the State of Florida, contains a conviction or plea of nolo contendere regardless of whether adjudication was withheld, for any of the following:
  1. No more than one (1) moving violation in the last three (3) years\*.
  2. An at-fault accident in the last three (3) years\*.
  3. A Failure to Appear or a Failure to Pay in the last three (3) years\*.
  4. A Reckless Driving in the last seven (7) years\*.
  5. A Driving Under the Influence (DUI) in the last seven (7) years\*. Two (2) convictions (lifetime) for DUI is an automatic disqualification.
  6. A suspension in the last three (3) years\*. One (1) suspension for PIP permitted.
  7. A Manslaughter resulting from the operation of a motor vehicle.
  8. A Hit and Run or Hit and Run with Property Damage.
  9. A Reckless Driving causing injury.
  10. A DUI causing injury.
  11. Any combination of violations that indicate a pattern of irresponsibility or poor judgment.

\* All time periods shall be rolling.

- d. CONTRACTOR shall provide current copies of the following records of all employees that operate the vehicle(s) to the CITY. The records shall be provided at the time of hire and upon any change in status relating to any information set forth in the below listed record(s):
  1. Driving record
  2. Background Verification Record
  3. Criminal Background Information
  4. INS Employment Eligibility Form I-9
  
- e. CONTRACTOR shall maintain, at all times, an up to date personnel file for each driver, which shall include the verifications of employment referred to above and the employee's driver's license number and expiration date. In addition, CONTRACTOR shall maintain, at all times, a current employment roster of drivers and shall provide the Contract Administrator with a copy of the current employment roster and copies of all such verifications upon request. CONTRACTOR shall provide the Contract Administrator with each employee's name and driver's license number within five (5) calendar days prior to the onset of Community Bus Service.
  
- f. It shall be CONTRACTOR's responsibility to ensure that all drivers and supervisors performing Community Bus Services comply with the following:
  1. Strictly comply with the provisions set forth in this Agreement. In the event that a driver fails to meet the requirements necessary to perform the Community Bus Services as required in this Agreement, CONTRACTOR shall immediately prohibit the employee from operating a vehicle(s) to provide the Community Bus Service.
  2. Vehicle(s) shall be operated by properly licensed operators. Drivers must have a Florida Commercial Driver's License Class A, Class B with a passenger endorsement, or Class C will be permitted with a passenger endorsement so long as the vehicle(s) do not contain air-brakes.
  3. Provide full utilization of vehicle(s) to disabled passengers.
  4. Carry on their person at all times a valid Florida Driver's License for provision of passenger services; Commercial Driver's License Class A, B with a passenger endorsement, or C with passenger endorsements (provided the vehicle(s) do not contain air-brakes) issued by the State of Florida. All drivers shall be required to report immediately any and all convictions of in-state or out of state moving violations and any loss of driving privileges due to a license suspension or revocation.
  5. Shall not operate any personal wireless communications devices while occupying the driver's seat or operating area.
  6. Shall not drive recklessly or unsafely, illegally park or stop, or commit any other traffic violation.
  7. Shall issue County bus route timetables or other BCT transit information to any passenger requesting such material.

- g. All drivers shall, during the term of the Agreement, possess the following qualifications and adhere to the following standards. CONTRACTOR shall immediately dismiss any driver from performing services under this Agreement if driver fails to maintain said qualifications or standards:
1. Minimum age of drivers shall be 19 years.
  2. Drivers shall be capable of speaking, writing and understanding the English language fluently.
  3. Drivers shall observe all requirements of the 1987 Federal Motor Vehicle Safety Act.
  4. Drivers shall operate the vehicle in a safe and timely manner.
  5. Drivers shall be courteous to all passengers and to the general public at all times and shall respond to passenger questions regarding the use of CITY'S Community Bus Services.
  6. Drivers shall distribute or collect flyers, handouts, surveys, etc. as CITY may from time to time request.
  7. Drivers shall wear clean and presentable uniforms, of any style as CITY may from time to time select, at all times while on duty.
  8. Drivers shall not accept gratuities.
  9. Drivers shall have a thorough knowledge of the transit system schedules, feeder bus routes and schedules, and major downtown building and activities.
  10. Drivers shall assist disabled passengers entering and exiting the vehicles.
  11. Drivers shall permit passengers to eat and drink in the vehicles, but drivers shall not permit passengers to smoke or play a radio in the vehicles (unless a passenger is using headphones with the radio).
  12. Drivers shall not be convicted of a felony during the term of this Agreement, nor have any prior felony conviction for any violent or sexual offenses.
  13. Drivers shall not test positive for illegal or controlled substance on a drug test administered by a responsible testing facility or in cooperation with the CITY'S drug testing program.
  14. Drivers must successfully complete the required Operator Training prior to operating any vehicle(s) to provide the Community Bus Service set forth herein. Broward County will schedule and provide the training at no cost to the CONTRACTOR; however, CONTRACTOR shall be responsible for the payment of any and all salary costs for those employees that participate in the training. Employees who complete the training will receive a Certificate of Completion.
  15. Drivers shall be retrained every two (2) years during the term of this Agreement (refresher training) at CONTRACTOR's sole expense.

- h. CONTRACTOR shall obtain and provide the Contract Administrator with all required state and local permits and ensure that all drivers are properly licensed for the service which they are providing. CONTRACTOR shall ensure that all drivers meet all requirements for performing Community Bus Services as required by federal, state, and local law, which shall include, but not be limited to the requirements of Chapter 14-90, attached hereto and incorporated herein as Exhibit "D."

## ARTICLE 2

### TERM OF AGREEMENT

This Agreement shall become effective on the date of award and shall terminate on February 28, 2027. CITY reserves the right to renew this Agreement for one (1) additional three (3) year term based upon CONTRACTOR'S acceptable level of performance and approved and available funding.

## ARTICLE 3

### COMPENSATION

- 3.1 CITY shall compensate CONTRACTOR at a rate of Seventy-Six Dollars and 75/100 (\$76.75) per revenue hour, for each vehicle owned by CITY (through Broward County) or for the provision of services under this Agreement, as well as contracted service beyond the normal scheduled hours of service as described in Exhibits "A" and "B." The contract amount shall not exceed Five Hundred Fifty Thousand Seven Hundred Fifty-Eight Dollars (\$550,758.00) per year.
- 3.2 On or before the fifth of each month, CONTRACTOR shall submit invoices to CITY documenting hours of revenue service provided by CONTRACTOR during the preceding month. CONTRACTOR shall also provide CITY with such additional documentation, which may be requested by CITY (e.g. ridership statistics, fuel usage, and maintenance records). Within forty (40) days of receipt and approval of such invoice, CITY shall compensate CONTRACTOR pursuant to the terms set forth herein. CONTRACTOR agrees to allow CITY to take a \$0.50 per hour discount for invoices paid within thirty (30) days from the date of receipt of an invoice.
- 3.3 In the event that CITY requests CONTRACTOR to provide CITY service on any holiday described in Article 1, Section 1.4 above, CITY shall compensate CONTRACTOR at 1.5 times the hourly rate for hours operated on said days. CONTRACTOR shall submit invoice to: City of Coral Springs, 9500 West Sample Road, Coral Springs, Florida 33065, Attention: Development Services.

## ARTICLE 4

### PROJECT COORDINATION AND RESPONSIBILITIES

- 4.1 CITY'S Administrator and coordinator for this Agreement shall be the Director of Parks and Recreation, and CONTRACTOR shall accept instruction, authorization, and approvals from said Director or their designee.
- 4.2 CONTRACTOR has submitted in writing to CITY the name, address, and contact number of its project coordinator and a list of all personnel who will provide services under this Agreement, which list includes names, positions, and functions. CONTRACTOR shall have a continuing obligation to keep this information current by reporting to CITY on a quarterly basis during the Term of this Agreement.
- 4.3 CONTRACTOR represents that it has, or will secure, all personnel necessary to perform the services specified under this Agreement and that all personnel engaged in such work shall be fully trained and qualified, at CONTRACTOR'S sole cost and expense, to perform the activities required under this Agreement.
- 4.4 **Drug and Alcohol Program.**
- a. CONTRACTOR agrees to participate in Broward County's drug and alcohol testing program, or establish and implement, subject to the County's review and approval, its own drug and alcohol testing program that complies with 49 C.F.R., Part 655. In addition, CONTRACTOR agrees to produce any documentation necessary to establish its compliance with 49 C.F.R., Part 655, prior to the commencement of Community Bus Service and shall permit any authorized representative of the United States Department of Transportation or its operating administrations, the State Oversight Agency, or Broward County, to inspect the facilities and records associated with the implementation of the drug and alcohol testing program as required under 49 C.F.R., Part 655 and review the testing process.
  - b. CONTRACTOR agrees to certify, prior to the commencement of services under this Agreement and annually thereafter, compliance with current Federal Transit Administration regulations to the CITY, which certification is included in the CONTRACTOR's proposal attached hereto and incorporated herein as Exhibit "C," that it will have a Drug Free Workplace Program.
  - c. CONTRACTOR agrees to prepare, maintain, and submit annually the Drug & Alcohol Management Information System (MIS) reports to the CITY, summarizing its drug and alcohol testing program results from the previous year. The annual reports covering the prior calendar year must be submitted to the CITY by a date determined by the Contract Administrator, but no later than February 15<sup>th</sup> of each year. Additionally, CONTRACTOR shall provide quarterly reports to the CITY summarizing its drug and alcohol testing results and shall

permit the CITY or the Broward County Transit Drug and Alcohol Program Manager to inspect its records during site visits to ensure compliance with program requirements.

- 4.5 CITY shall print and provide route schedules to CONTRACTOR to be utilized to inform residents and passengers of the service.

## ARTICLE 5

### RECORDS AND AUDITS

- 5.1 CITY reserves the right to audit the records of CONTRACTOR relating to this Agreement any time during the performance and term of the Agreement and for a period of three (3) years after completion and acceptance by CITY. If required by CITY, CONTRACTOR shall agree to submit to an audit by an independent certified public accountant selected by CITY. CONTRACTOR shall allow CITY to inspect, examine and review the records of CONTRACTOR at any and all times during normal business hours during the term of this Agreement.

- 5.2 **IF CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE CITY OF CORAL SPRINGS, GEORGIA ELLIOTT, CMC, CITY CLERK, 9500 WEST SAMPLE ROAD, CORAL SPRINGS, FLORIDA 33065, GELLIOTT@CORALSPRINGS.GOV, TELEPHONE NUMBER (954) 344-1074.**

- 5.3 CONTRACTOR understands, acknowledges and agrees that CONTRACTOR shall, pursuant to Section 119.0701, Florida Statutes, as amended from time to time, do the following:

- (1) Keep and maintain public records required by CITY to perform the service.
- (2) Upon request from CITY'S custodian of public records, provide CITY with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes, or as otherwise provided by law or CITY policy.
- (3) Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if CONTRACTOR does not transfer the records to CITY.

(4) Upon completion of the contract, transfer, at no cost, to CITY all public records in possession of CONTRACTOR or keep and maintain public records required by CITY to perform the service. If CONTRACTOR transfers all public records to CITY upon completion of the contract, CONTRACTOR shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If CONTRACTOR keeps and maintains public records upon completion of the contract, CONTRACTOR shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to CITY, upon request from CITY'S custodian of public records, in a format that is compatible with the information technology systems of CITY.

#### NONCOMPLIANCE OF CONTRACTOR

(1) A request to inspect or copy public records relating to a CITY'S contract for services must be made directly to CITY. If CITY does not possess the requested records, CITY shall immediately notify CONTRACTOR of the request, and CONTRACTOR must provide the records to CITY or allow the records to be inspected or copied within a reasonable amount of time.

(2) If CONTRACTOR does not comply with CITY'S request for records, CITY shall enforce the contract provisions in accordance with the contract.

(3) If CONTRACTOR fails to provide the public records to CITY within a reasonable time, CONTRACTOR may be subject to penalties under Section 119.10, Florida Statutes.

(4) If a civil action is filed against CONTRACTOR to compel production of public records relating to a CITY'S contract for services, the court shall assess an award against CONTRACTOR the reasonable costs of enforcement.

### ARTICLE 6

#### REPORTS AND DOCUMENTS

6.1 CONTRACTOR shall maintain daily records of total passenger utilization and total mileage on the vehicles by route while performing the services under this Agreement. CONTRACTOR shall provide the records to CITY on a monthly basis in the format approved by CITY.

6.2 CONTRACTOR shall record on a daily basis and report weekly to CITY all disruptions of service, late service, vehicle breakdowns, accidents, vehicles out of service and any other incidents affecting service.

6.3 CONTRACTOR shall document passenger complaints, and any other actions taken to resolve such complaints and report the same to CITY on a weekly basis.

- 6.4 CONTRACTOR agrees to allow on-board surveys as may be requested by CITY from time to time and to ensure cooperation by its personnel in the distribution and collection of survey questionnaires.

## ARTICLE 7

### PRE-SERVICE REQUIREMENTS

- 7.1 The following items shall be delivered to CITY by CONTRACTOR at least seven (7) days prior to the start of service and are subject to approval by CITY.
- 7.2 An operation manual for the services which describes all operations procedures and policies, include, but not limited to, the following:
- a. Vehicle operating procedures
  - b. Communications operations procedures
  - c. Driver conduct
  - d. Safety procedures
  - e. Accident procedures
  - f. Administration and reporting procedures
  - g. Other operating procedures and policies as required for proper operation of the services:
    - 1. Job descriptions for drivers and administrative personnel
    - 2. Maintenance procedures for all vehicles
    - 3. Training procedures for vehicle drivers

## ARTICLE 8

### SIGNAGE AND ADVERTISING

- 8.1 CONTRACTOR shall not place advertisements of any kind or nature on any vehicles without the prior written approval of the Contract Administrator. In the event that advertisements are allowed, all advertising shall conform to the Broward County Transit Division Advertising Guidelines and Regulations as currently enacted or as may be amended from time to time. Additionally, CONTRACTOR, subject to approval of the Contract Administrator, may obtain advertising services pursuant to the terms and conditions of the agreement between Broward County and Direct Media, Inc. for the Transit Advertising Program dated April 28, 2009 or any subsequent agreement as may be permitted therein.
- 8.2 All vehicle(s) shall contain its assigned bus number in a minimum of four (4) inch numbers in the following locations:
- a. Above or beside the passenger entrance door(s)
  - b. On the exterior rear of the vehicle

- c. On the exterior front of the vehicle
  - d. On the interior of the vehicle above the front windshield
- 8.3 Vehicle Route identification information must contrast in color with the background color to which they are affixed.
- 8.4 Vehicles shall display, at all times, destination signage specific to the route and the direction being operated if direction is applicable. The signage shall fit the opening as provided on the vehicle. An ADA-compliant route identification sign shall be displayed on the curb side of vehicles at all times.
- 8.5 CONTRACTOR shall maintain all interior signs placed by Broward County.
- 8.6 The Broward County Transit official logo(s) shall be conspicuously displayed on the rear of the vehicles at all times.

**ARTICLE 9**

**INSURANCE AND INDEMNIFICATION**

**INSURANCE**

- 9.1 Prior to commencing work, CONTRACTOR shall provide CITY with certified copies of all insurance policies providing coverage as required by this Agreement.
- 9.2 CONTRACTOR shall secure and maintain, at its own expense, and keep in effect during the full period of the contract a policy or policies of insurance, which must include the following coverages and minimum limits of liability:
- a. Worker's Compensation Insurance for statutory obligations imposed by Worker's Compensation or Occupational Disease Laws, including, where applicable, the United States Longshoremen's and Harbor Worker's Act, the Federal Employer's Liability Act and Homes Act. Employer's Liability Insurance shall be provided with a minimum of two hundred thousand and xx/100 dollars (\$200,000.00) per accident. CONTRACTOR shall agree to be responsible for the employment, conduct and control of its employees and for any injury sustained by such employees in the course of their employment.
  - b. Comprehensive General Liability Insurance with the following minimum limits of liability:

<u>\$ 2,000,000</u>	Combined Single Limit, Bodily Injury and Property Damage Liability per occurrence
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Coverage shall specifically include the following minimum limits not less than those required for Bodily Injury Liability and Property Damage:

\$ 2,000,000 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence

1. Premises and Operations;
2. Independent Contractors;
3. Products and Completed Operations;
4. Broad Form Property Damage;
5. Broad Form Contractual Coverage applicable to the Contract and specifically confirming the indemnification and hold harmless agreement in the Contract;
6. Personal Injury Coverage with employment and contractual exclusions removed and deleted.

- c. Comprehensive Automobile Liability Insurance for all owned, non-owned and hired automobiles and other vehicles used by CONTRACTOR in the performance of the work with the following minimum limits of liability:

\$ 3,000,000 Combined Single Limit, Bodily  
Injury and Property Damage  
Liability per occurrence

9.3 ALL LIABILITY INSURANCE POLICIES SHALL SPECIFICALLY PROVIDE THAT THE CITY OF CORAL SPRINGS IS AN ADDITIONAL NAMED INSURED OR ADDITIONAL INSURED WITH RESPECT TO THE REQUIRED COVERAGES AND THE OPERATIONS OF THE CONTRACTOR UNDER THE CONTRACT. Insurance companies selected must be acceptable to CITY. All of the policies of insurance so required to be purchased and maintained shall contain a provision or endorsement that the coverage afforded shall not be canceled, materially changed or renewal refused until at least thirty (30) calendar days written notice has been given to CITY by certified mail.

9.4 The required insurance coverage shall be issued by an insurance company duly authorized and licensed to do business in the State of Florida with the following minimum qualifications in accordance with the latest edition of A.M. Best's Insurance Guide:

Financial Stability B+ to A+

9.5 All required insurance policies shall preclude any underwriter's rights of recovery or subrogation against CITY with the express intention of the parties being that the required insurance coverages protect both parties as the primary coverages for any and all losses covered by the above described insurance.

- 9.6 CONTRACTOR shall ensure that any company issuing insurance to cover the requirements contained in this Contract agrees that they shall have no recourse against CITY for payment or assessments in any form on any policy of insurance.
- 9.7 The clauses "Other Insurance Provisions" and "Insured Duties in the Event of an Occurrence, Claim or Suit" as it appears in any policy of insurance in which CITY is named as an additional named insured shall not apply to CITY. CITY shall provide written notice of occurrence within fifteen (15) working days of CITY'S actual notice of such an event.
- 9.8 CONTRACTOR shall not commence work under the Contract until after he has obtained all of the minimum insurance herein described.
- 9.9 CONTRACTOR agrees to perform the work under the Contract as an independent contractor, and not as a subcontractor, agent or employee of CITY.
- 9.10 Violation of the terms of Section 9 and its sub-parts shall constitute a breach of the Contract and CITY, at its sole discretion, may cancel the Contract and all rights, title and interest of the CONTRACTOR shall thereupon cease and terminate.
- 9.11 **INSURANCE REQUIRED BY THE COUNTY.**
- a. CONTRACTOR shall maintain, at its sole expense, at all times during the term of this Agreement (unless a different time period is otherwise stated herein), at least the minimum insurance coverage designated in Exhibit "E" in accordance with the terms and conditions stated in this Article.
- b. Such policies shall be issued by companies authorized to do business in the state of Florida, with a minimum AM Best financial rating of A-. Coverage shall be provided on forms no more restrictive than the latest edition of the applicable form filed by the Insurance Services Office. CONTRACTOR shall name Broward County as an additional insured under the primary and non-contributory Commercial General Liability policy, Business Automobile Liability policy as well as on any Excess Liability policy. The official title of the Certificate Holder is Broward County. This official title shall be used in all insurance documentation.

#### INDEMNIFICATION

- 9.12 GENERAL INDEMNIFICATION: To the fullest extent permitted by laws and regulations, CONTRACTOR shall indemnify, defend, save and hold harmless CITY, its officers, agents and employees, harmless from any and all claims, damages, losses, liabilities and expenses, direct, indirect or consequential arising out of or in consequential arising out of or alleged to have arisen out of or in consequence of the products, goods or services furnished by or operations of CONTRACTOR or his subcontractors, agents,

officers, employees or independent contractors pursuant to or in the performance of the Contract.

- 9.13 CONTRACTOR shall pay all claims, losses, liens, settlements or judgments of any nature whatsoever in connection with the foregoing indemnifications including, but not limited to, reasonable attorney's fees (including appellate attorney's fees) and costs.
- 9.14 CITY reserves the right to select its own legal counsel to conduct any defense in any such proceeding and all costs and fees associated therewith shall be the responsibility of CONTRACTOR under the indemnification agreement. Nothing contained herein is intended nor shall it be construed to waive CITY'S rights and immunities under the common law or Florida Statute 768.28 as amended from time to time.
- 9.15 INDEMNIFICATION OF COUNTY: CONTRACTOR shall at all times hereafter indemnify, hold harmless and, at the County Attorney's option, defend or pay for an attorney selected by the County Attorney to defend the County, its officers, agents, servants, and employees from and against any and all causes of action, demands, claims, losses, liabilities and expenditures of any kind, including attorney fees, court costs, and expenses, caused or alleged to be caused by any intentional, negligent, or reckless act of, or omission of, CONTRACTOR, its employees, agents, servants, or officers, or accruing, resulting from, or related to the subject matter of this Agreement, including, without limitation, any and all claims, losses, liabilities, expenditures, demands or causes of action of any nature whatsoever resulting from injuries or damages sustained by any person or property. In the event any lawsuit or other proceeding is brought against the County by reason of any such claim, cause of action, or demand, CONTRACTOR shall, upon written notice from the County, resist and defend such lawsuit or proceeding by counsel satisfactory to the County or, at the County's option, pay for an attorney selected by the County Attorney to defend the County. The obligations of this section shall survive the expiration or earlier termination of this Agreement. To the extent considered necessary by the Contract Administrator and the County Attorney, any sums due CONTRACTOR under this Agreement may be retained by the County until all of the County's claims for indemnification pursuant to this Agreement have been settled or otherwise resolved. Any amount withheld shall not be subject to payment of interest by the County.

## ARTICLE 10

### CHANGES AND MODIFICATIONS

- 10.1 Upon the execution and delivery of this Agreement, it is understood and agreed that any and all previous agreements and understandings, both written and oral, between the parties are canceled and have been superseded by this Agreement and that this Agreement embodies and sets forth all understanding between the parties.
- 10.2 Modifications to this Agreement must be made in the form of a written amendment signed by both CITY and CONTRACTOR.

## ARTICLE 11

### TERMINATION

#### TERMINATION FOR CAUSE AND DEFAULT

- 11.1 In the event CONTRACTOR shall default in any of the terms, obligations, restrictions or conditions in this Agreement, CITY shall give written notice by certified mail, return receipt requested to CONTRACTOR of the default and that such default shall be corrected, or actions taken to correct such default shall be commenced within three (3) calendar days thereof. In the event CONTRACTOR has failed to correct the conditions of default or the default is not remedied to the satisfaction and approval of CITY, CITY shall have all legal remedies available to it, including, but not limited to termination of the Contract in which case CONTRACTOR shall be liable for all procurement and re-procurement costs and any and all damages permitted by law arising from the default and breach of the Contract.

#### TERMINATION FOR CONVENIENCE OF CITY

- 11.2 Upon seven (7) calendar days written notice delivered by certified mail, return receipt requested, to CONTRACTOR, CITY may without cause and without prejudice to any other right or remedy, terminate the agreement for CITY'S convenience whenever CITY determines that such termination is in the best interests of CITY. Where the agreement is terminated for the convenience of CITY, the notice of termination to CONTRACTOR must state that the Contract is being terminated for the convenience of CITY under the termination clause and the extent of termination. Upon receipt of the notice of termination for convenience, CONTRACTOR shall promptly discontinue all work at the time and to the extent indicated on the notice of termination, terminate all outstanding subcontractors and purchase orders to the extent that they relate to the terminated portion of the Contract and refrain from placing further orders and subcontracts except as they may be necessary, and complete any continued portions of the work.

## ARTICLE 12

### ASSIGNMENT, TRANSFER, OR SUBCONTRACTING

- 12.1 CONTRACTOR shall not assign any interest in this Agreement and shall not transfer any interest in the same, whether by assignment, novation, or any other method, without prior written consent of CITY.
- 12.2 In the event CONTRACTOR, during the term of this Agreement, requires the services of any subcontractors or other professional associates in connection with services covered under this Agreement, CONTRACTOR must secure the prior written approval of CITY. Said approval by CITY shall not be unreasonably withheld.
- 12.3 CONTRACTOR is fully responsible to CITY for the acts/or omissions of persons directly employed by CONTRACTOR, as well as the acts and omissions of any subcontractors

and of persons employed by subcontractors or agents of CONTRACTOR. Nothing contained in this Agreement shall create any contractual relationship between any subcontractor and CITY.

### **ARTICLE 13**

#### **NOTICES**

Whenever either party desires to give notice to the other, it must be given by written notice, sent by registered United States mail, with return receipt requested, addressed to the party for whom it is intended, at the place last specified, and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following at the respective places for giving notice, to-wit:

FOR CITY: Gail Dixon  
Purchasing Administrator  
City of Coral Springs  
9500 W. Sample Road  
Coral Springs, Florida 33065  
Tel.: 954-344-1102  
E-mail: gdixon@coralsprings.gov

Copy To: Robert Hunter, Director of Parks and Recreation  
City of Coral Springs  
9500 W. Sample Road  
Coral Springs, Florida 33065  
Tel.: 954-344-1841  
E-mail: rhunter@coralsprings.gov

FOR CONTRACTOR: Kelly Gonzalez, CEO  
Protransportation Inc.  
d/b/a Prokel Mobility  
1200 North Federal Highway, Suite 200  
Boca Raton, Florida 33432  
Tel.: (561) 506-5721  
Email: kelly@prokelmobility.com

### **ARTICLE 14**

#### **EQUAL EMPLOYMENT OPPORTUNITY**

14.1 No party to this Agreement may discriminate on the basis of race, color, sex, religion, national origin, disability, age, marital status, political affiliation, sexual orientation, pregnancy, or gender identity and expression in the performance of this Agreement. CONTRACTOR shall comply with all applicable requirements of the Broward County Business Enterprise ("CBE") Program in the award and administration of this Agreement.

Failure by CONTRACTOR to carry out any of these requirements shall constitute a material breach of this Agreement which shall permit the CITY or County to terminate this Agreement or to exercise any other remedy provided under this Agreement, or under the Broward County Code of Ordinances, or under the Broward County Administrative Code, or under applicable law, with all of such remedies being cumulative.

- 14.2 To the extent that this project is assisted by the U.S. Department of Transportation funds, CONTRACTOR shall comply with the non-discrimination requirements in 49 C.F.R., Parts 23 and 26. Failure to comply with the foregoing requirements is a material breach of this Agreement, which may result in the termination of this Agreement or such other remedy as the County deems appropriate.

## **ARTICLE 15**

### **COMPLIANCE WITH LAWS, VENUE AND GOVERNING LAW**

- 15.1 **Compliance with laws.** CORPORATION shall comply with all statutes, laws, ordinances, rules, regulations and lawful orders of the United States of America, State of Florida, City of Coral Springs and of any other public authority which may be applicable to this Agreement.
- 15.2 **Venue.** Any claim, objection or dispute arising out of the terms of this Agreement shall be litigated in the Seventeenth Judicial Circuit in and for Broward County, Florida and the prevailing party to any resultant judgment shall be entitled to an award of all reasonable attorney's fees, paralegal expenses, interest and court costs incurred by such prevailing party against the losing party including reasonable appellate attorney's fees, interest and taxable costs.
- 15.3 **Governing law.** The validity, construction and effect of this Agreement shall be governed by the laws of the State of Florida.

## **ARTICLE 16**

### **MISCELLANEOUS PROVISIONS**

- 16.1 This Agreement and the rights and obligations contained herein shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns.
- 16.2 The preparation of the Agreement has been a joint effort of the parties, and the resulting document shall not, solely as a matter of judicial construction, be construed more severely against one of the parties than the other.
- 16.3 CONTRACTOR and CITY agree to execute, acknowledge, deliver, and cause to be done, executed, acknowledged and delivered all such further documents and perform such acts as shall be reasonably be requested of it to carry out this Agreement and give effect hereto. Accordingly, without in any manner limiting the specific rights and obligations

set forth in this Agreement, the parties declare their intent to cooperate with each other in effecting the terms of this Agreement.

- 16.4 For the purposes herein, the parties agree that time shall be of the essence of this Agreement and representations and warranties made are all material and of the essence of this Agreement.
- 16.5 Captions and paragraph headings contained in this Agreement are for convenience and reference only and in no way define, describe, extend, or limit the scope or intent of this Agreement, nor the intent of any provisions hereof.
- 16.6 No waiver of any provision in this Agreement shall be effective unless it is in writing, signed by the party against whom it is asserted, and any such written waiver shall only be applicable to the specific instance to which it relates and shall not be deemed to be continuing or future waiver.
- 16.7 This Agreement may be executed in one or more counterparts, each of which shall be deemed to be an original but all of which shall constitute one and the same Agreement.
- 16.8 All terms and words used in this Agreement, despite the number and gender in which used, shall be deemed to include any other gender or number as the context or the use may require.
- 16.9 In the event any term or provision of this Agreement shall be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or be construed or deleted as such authority determines, and the remainder of this Agreement shall be construed to be in full force and effect.
- 16.10 All exhibits attached hereto contain additional terms of this Agreement and are incorporated herein by reference as if set forth in full.
- 16.11 Except as set forth herein, no party to this Agreement shall have any responsibility whatsoever with respect to services provided or contractual obligations assumed by the other party. CONTRACTOR is and shall be in the performance of all work, services, and activities under this Agreement, independent, and not an employee, agent, or servant of CITY. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all time and in all places be subject to CONTRACTOR'S sole supervision and control. CONTRACTOR shall exercise control over the means and manner in which it and its employees perform the work, and in all respects CONTRACTOR'S relationship and the relationship of its employees to CITY shall be that of an independent contractor and not as employees or agents.
- 16.12 CITY and CONTRACTOR agree to conduct and execute this Agreement in compliance with all-applicable local, state and federal laws, statutes, and regulations.

- 16.13 Where there is a conflict between any provision set forth within this Agreement and a more stringent state or federal provision, which is applicable to any services performed or to be performed under this Agreement, the state or federal provision, shall prevail.
- 16.14 **Permits, fees and notices.** CONTRACTOR shall secure and pay for all permits and fees, licenses and charges necessary for the proper execution and completion of the work. The costs of all permits, fees, licenses and charges shall be included in the price Proposal except where expressly noted in the specifications requirement.
- 16.15 **Taxes.** CONTRACTOR shall pay all applicable sales, consumer use and other similar taxes required by law.
- 16.16 **Insolvency.** In the event that either party shall become insolvent, make a general assignment for the benefit of creditors, suffer or permit the appointment of a receiver for its business or its assets or shall avail itself of, or become subject to, any proceeding under the Federal Bankruptcy Act or any other statute of any state relating to insolvency or the protection of rights of creditors, or become subject to rehabilitation, then, the respective party shall notify the other party in writing within ten (10) calendar days of the occurrence of said event.
- 16.17 **Entire agreement.** This Agreement contains the entire understanding of the parties relating to the subject matter hereof, superseding all prior communications between the parties, whether oral or written. This Agreement may not be altered, amended, modified or otherwise changed nor may any of the terms hereof be waived, except by a written instrument executed by both parties. The failure of a party to seek redress for violation of or to insist on strict performance of any of the covenants of this Agreement shall not be construed as a waiver or relinquishment for the future of any covenant, term, condition or election, but the same shall continue and remain in full force and effect.
- 16.18 **Severability.** Should any part, term or provision of this Agreement be by the courts decided to be invalid, illegal or in conflict with any law of this State, the validity of the remaining portions or provisions shall not be affected thereby.

## ARTICLE 17

### COMPLAINTS

- 17.1 CONTRACTOR shall display the County's Customer Service Center contact information signs conspicuously on each vehicle. The signs shall inform persons to contact Broward County's Customer Service Center regarding questions, comments, or schedule information. CONTRACTOR shall respond to complaints (excluding Title VI complaints) brought by persons or by the County on its own initiative or otherwise. In the event that complaints regarding CONTRACTOR's Community Bus Service are received by the County's Customer Service Center, the Contract Administrator shall forward the complaint to the CONTRACTOR upon receipt. Upon receipt of any complaint, from whatever source, CONTRACTOR shall conduct the necessary investigation and respond

in writing to each complainant. CONTRACTOR shall forward the results of such investigation and the complaint resolution to the Contract Administrator within three (3) business days.

- 17.2 CONTRACTOR shall comply with the County's formally adopted Title VI Notice and Complaint procedures. CONTRACTOR shall include the Title VI public notice ("Title VI Notice") on printed timetables, online and at major transfer locations. CONTRACTOR shall display the Title VI Notice conspicuously on each vehicle. In the event that CONTRACTOR shall receive any Title VI complaints the CONTRACTOR shall forward the complaint to the Broward County Transit Division Compliance Manager.
- 17.3 CONTRACTOR shall submit a monthly report to the Contract Administrator summarizing all complaints received during the past month.
- 17.4 At the request of the County, CONTRACTOR shall meet with the Contract Administrator to review any complaints or concerns relating to the Community Bus Service and to promptly correct any deficiencies. The Contract Administrator's determination as to quality of operation or services shall be conclusive, and curative measures shall be implemented by CONTRACTOR as expeditiously as possible.

## **ARTICLE 18**

### **CONFLICTS**

- 18.1 Neither CONTRACTOR nor its employees shall knowingly have or hold any continuing or frequently recurring employment or contractual relationship that is substantially antagonistic or incompatible with CONTRACTOR's loyal and conscientious exercise of judgment and care related to its performance under this Agreement.
- 18.2 None of CONTRACTOR's officers or employees shall, during the term of this Agreement, serve as an expert witness against the County in any legal or administrative proceeding in which he, she or the CONTRACTOR is not a party, unless compelled by court process. Further, such persons shall not give sworn testimony or issue a report or writing, as an expression of his or her expert opinion, which is adverse or prejudicial to the interests of the County in connection with any such pending or threatened legal or administrative proceeding unless compelled by court process. The limitations of this section shall not preclude the CONTRACTOR or any persons in any way from representing themselves, including giving expert testimony in support thereof, in any action or in any administrative or legal proceeding. The CONTRACTOR shall not be in violation of this paragraph unless it has actual knowledge of such conduct of its officers or employees.

**ARTICLE 19**

**MISCELLANEOUS COUNTY PROVISIONS**

- 19.1 CONTRACTOR shall comply with each and every term, condition, duty and obligation imposed on CITY and CITY's Interlocal Agreement with Broward County for Community Bus Service Capital Assistance for Vehicle Lease, dated September 18, 2019, as amended from time to time.
- 19.2 CONTRACTOR shall comply with the requirements of 49 U.S.C. Section 5333(b) and implementing guidelines, Section 5333(b), Federal Transit Law, 29 C.F.R. Part 215, relating to public transportation employees.
- 19.3 CONTRACTOR shall at all times provide Community Bus Service in full compliance with all applicable requirements of the Americans with Disabilities Act (ADA). To the extent that any terms in this Agreement are inconsistent with the ADA, the requirements of the ADA shall control.
- 19.4 Should CONTRACTOR provide services involving animals, it shall comply with the Animal Welfare Act, 7 U.S.C. Sections 2131 et seq. and Department of Agriculture regulations, "Animal Welfare," 9 C.F.R. Subchapter A, Parts 1, 2, 3, and 4, relating to protection of animals.

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IN WITNESS WHEREOF, the CITY OF CORAL SPRINGS and PROTRANSPORTATION INC., d/b/a PROKEL MOBILITY have caused these present to be executed in their respective names by the proper officials the day and year first above written.

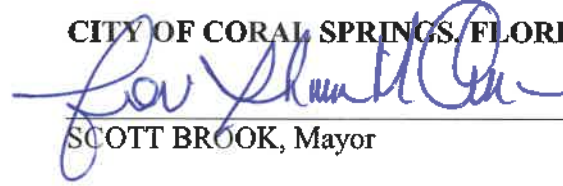


ATTEST:



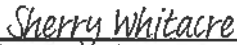
GEORGIA ELLIOTT, CMC, City Clerk

CITY OF CORAL SPRINGS, FLORIDA



SCOTT BROOK, Mayor

APPROVED AS TO FORM:



Sherry Whitacre (Feb 6, 2024 09:41 EST)

SHERRY L. WHITACRE

Senior Deputy City Attorney

**PROTRANSPORTATION INC.  
D/B/A PROKEL MOBILITY**

By: *Kelly Gonzalez Jr.*

Title: CEO

Print Name: KELLY GONZALEZ