



NW 7th Avenue Corridor Community Redevelopment Agency

Board Meeting

February 17, 2026
Arcola Lakes Library
8240 NW 7th Avenue, Miami, FL 33150
Conference Room
6PM

Board Members

Rasha Cameau, MBA FRA-RP,

Jeffy Mondesir, BBA,

Nadeige Theresias-Joisil, MS Ed,

Daniella Pierre, MSHRM

Gene Lomando, BS

Angela Reyes, M.TX.

Chair

Vice-Chair

Board Secretary

Board Member

Board Member

Board Member

NW 7th Avenue Corridor Community Redevelopment Agency

www.miamidade.gov/redevelopment/nw-7th-avenue-corridor.asp

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6PM

I. Call to Order

II. Roll Call

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

IV. Approval of Agenda

V. Consent Agenda

Items listed under the Consent Agenda are considered routine and will be enacted by one motion. If separate discussion is desired, any item may be removed from the Consent Agenda and placed on the Regular Agenda at the request of a Board Member. Items removed will be heard immediately following the approval of the remaining Consent items.

A. APPROVAL OF MINUTES – November 12, 2025

VI. Action Items

A. **RESOLUTION NO. CRA-06-2026** - Resolution Approving the First Amendment to the Professional Services Agreement Anthony Bonamy to Extend the Term for Fiscal Year 2025-2026 and increase the Fee in the Amount of \$82,500.

B. **RESOLUTION NO. CRA-07-2026** - Authorization to Execute Agreement with Business Flare, LLC to update CRA plan to include expansion area

C. **RESOLUTION NO. CRA-08-2026** - Approval of Joint Median Beautification Project and Authorization to Execute Cost-Sharing Agreement with North Miami CRA

VII. Executive Director Report

A. Quarterly Business meeting – How to do business with the NW 7th Avenue CRA

VIII. Attorney Report

IX. Adjournment

2026 Board Meeting Dates*

Arcola Lakes Library @ 6pm

~~**Wednesday, January 28 Joint Meeting:** NW 7th Avenue & NW 79 Street CRA~~

Tuesday, February 17 - Board Meeting

Tuesday, March 17 - Board Meeting

Wednesday, April 29 Joint Meeting: NW 7th Avenue & NW 79 Street CRA

Tuesday, May 19 - Board Meeting

Tuesday, June 16 - Board Meeting

Wednesday, July 29 Joint Meeting: NW 7th Avenue & NW 79 Street CRA

Tuesday, August 18 - Board Retreat

Wednesday, September 23 - Budget Meeting

Tuesday, October 20 - Board Meeting

Wednesday, November 18 Joint Meeting: NW 7th Avenue & NW 79 Street CRA

December – No Meeting Scheduled

Meeting dates and agendas are also posted at:

<https://www.miamidade.gov/global/government/boards/northwest-7th-avenue-cra.spag>

(CRA webpage)

<https://www8.miamidade.gov/global/calendar/global.page>

(Miami-Dade County webpage)

Contact: Miami-Dade County - Office of Management & Budget
(305) 375-5143

**Meeting dates are subject to change due to unforeseen circumstances.*

I. Call to Order — CRA Board Chair Rasha Cameau called the meeting to order at 6:01 p.m.

II. Roll Call

Rasha Cameau, Chair	Present
Jeffy Mondesir, Vice-Chair	Present
Board Member Gene Lomando	Present
Board Member Daniella Pierre	Present
Board Member Angela Reyes	Present
Board Member Nadeige Theresias-Joisil	Present

Consultant Team:

Melissa Hege, MHCP COLAB; Alice Townsend, NANA

Miami-Dade County:

Chimene Graham, Business Analyst Manager, OMB; Terrence Smith, Assistant County Attorney, CAO

III. Public Comment/ Reasonable Opportunity to be Heard — There were no speakers.

IV. Approval of Agenda — Ms. Reyes moved approval of the agenda, with a second from Vice Chairman Mondesir. *Motion passed.*

V. Approval of April 30, 2025, Minutes — Ms. Reyes moved approval of the agenda, with a second from Vice Chairman Mondesir. *Motion passed.*

VI. Action Items —

A. **RESOLUTION NO. CRA-10-2025** – Resolution Approving the NW 7th Avenue Corridor Community Redevelopment Agency’s Travel Policy

A Motion to Approve was made by Mr. Lomando, with a Second from Mr. Mondesir. *Motion Passed.*

B. **RESOLUTION NO. CRA-11-2025** - Resolution Approving the Terms of and Authorizing the Executive Director or Executive Director’s Designee to Execute an Interlocal Agreement Between the NW 7th Avenue Corridor Community Redevelopment Agency and the North Miami Community Redevelopment Agency for the Purpose of Coordinating Efforts, Avoiding Duplication, and Advancing Shred Redevelopment Goals Between the Two Agencies

Jeffy asked if the CRA façade guidelines would be compatible with the North Miami CRA’s guidelines and if there would be a fee sharing arrangement for lighting, landscaping and irrigation elements. Khass said the guidelines would complement each other and that the fee sharing split would probably be closer to 70/30.

A Motion to Approve was made by Ms. Reyes, with a Second from Mr. Lomando. *Motion Passed.*

C. **RESOLUTION NO. CRA-12-2025** – Resolution Approving the NW 7th Avenue Corridor Community Redevelopment Agency’s Revised Grant Program Guidelines, and Authorizing the Executive Director or Executive Director’s Designee to implement Such Guidelines

The grant program was streamlined to be easier for applicants to understand and for a more expedited projection completion rate. Another major change included the addition of a lien on property or equipment, with a five-year sale stipulation.

Ms. Reyes asked if a vendor repository system could be established. The Executive Director responded yes.

A Motion to Approve was made by Mr. Mondesir, with a Second from Mr. Lomando. Motion Passed.

- D. **RESOLUTION NO. CRA-13-2025** - Resolution Approving a Reimbursement in the Amount of \$7,648.04 for Agency-related Expenses incurred by the Executive Director to Support the NW 7th Avenue Community Redevelopment Agency's Operations, Technology, and Training

A Motion to Approve was made by Ms. Reyes, with a Second from Mr. Lomando. Motion Passed.

- E. **RESOLUTION NO. CRA-14-2025** – Resolution Approving the Terms of and Authorizing the Executive Director or Executive Director's Designee to Execute an Engagement Letter with Taylor Duma LLP in an Amount Not to Exceed \$130,000.00 for the Purpose of Providing Legal Services to the NW 7th Avenue Corridor Community Redevelopment Agency in Accordance with Section 163.356, Florida Statutes, and Section 2-2098 of the Code of Miami, Florida

Steven Zerkowitz, Esq. introduced himself and indicated that his firm: handles several CRAs in the County (e.g., North Miami Beach, North Miami, Naranja and West Perrine); is very familiar with the authorizing redevelopment legislation and is looking forward to working with each Member of the Board.

A Motion to Approve was made by Ms. Theresias-Joisil, with a Second from Mr. Lomando. Motion Passed.

VII. Discussion Item —

- A. Median Beautification Project Coordination with North Miami CRA and Kimley-Horn Proposal

A proposal with Kimley-Horn is being sought to address about 70% of the median islands within the CRA area. Since the City of North Miami bisects the CRA, the median split is roughly 34 for the CRA and 14 for North Miami. Adequate irrigation, lighting and landscaping will all being considered. Daniella Pierre asked if the Gwen Cheery mile marker area was included in the areas to be improved. Khass indicated that he believed the area is included.

VIII. Executive Director's Report

- A. CRA Logo Update. The Executive Director asked if there was a consensus to re-work or create a new CRA logo. After discussion, the sentiment was that the current logo is fine. However, the addition of the words "NW 7th Avenue CRA" or "NW 7th Avenue Community Redevelopment Agency," needed to be added to it, so that people are aware that the logo corresponds to a CRA.
- B. The next scheduled meeting is December 10th. The Executive Director will reach out to each Member to determine availability.

IX. Attorney's Report – No update.

- X. Adjournment — There being no additional business, the meeting adjourned at 7:06 p.m.

RESOLUTION NO. CRA-06-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT BETWEEN THE NORTHWEST 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AND ANTHONY BONAMY TO EXTEND THE TERM FOR FISCAL YEAR 2025-2026 AND INCREASE THE FEE IN THE AMOUNT OF \$82,500; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ANTHONY BONAMY; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE FIRST AMENDMENT TO THE PROFESSIONAL SERVICES AGREEMENT WITH ANTHONY BONAMY; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Northwest 7th Avenue Corridor Community Redevelopment Agency (“CRA”) and Anthony Bonamy previously entered into that certain Professional Services Agreement to provide assistance with the day-to-day operations of the CRA, supporting program delivery, and coordinating administrative implementation activities; and

WHEREAS, the Board of Commissioners of the CRA desires to amend the Professional Services Grant Agreement with Anthony Bonamy to extend the term for Fiscal Year 2025-2026 and increase the fee in the amount of Eighty-Two Thousand Five Hundred Dollars (\$82,500).

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 7TH AVENUE 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 First Amendment to Professional Services Agreement. The First Amendment to Professional Services Agreement with Anthony Bonamy to extend the term for Fiscal Year 2025-2026 and increase the fee in the amount of Eighty-Two Thousand Five Hundred (\$82,500) is hereby approved.

Section 3. Execution of First Amendment to Professional Services Agreement. The Executive Director is hereby authorized to execute and deliver the First Amendment to Professional Services Agreement with Anthony Bonamy.

Section 4. Implementation of First 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 First Amendment to Professional Services

Agreement with Anthony Bonamy, 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 17th day of February, 2026.

Rasha Cameau, MBA FRA-RP
Chair

ATTEST:

Nadeige Theresias-Joisil, MS Ed
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Rasha Cameau, MBA FRA-RP	_____ (Yes)_____ (No)
Vice Chair Jeffy Mondesir, BBA	_____ (Yes)_____ (No)
Board Member Gene Lomando, BS	_____ (Yes)_____ (No)
Board Member Daniella Pierre, MSHRM	_____ (Yes)_____ (No)
Board Member Angela Reyes, M.TX.	_____ (Yes)_____ (No)
Board Member Nadeige Theresias-Joisil, MS Ed	_____ (Yes)_____ (No)

Date: February 17, 2026

To: Board Members of NW 7th Avenue Community Redevelopment Agency

From: Khash Oupelle, Executive Director

Subject: Resolution Approving Contract Extension for Mr. Anthony Bonamy – Oversight of CRA Operations

Recommendation

It is recommended that the Board approve an extension of the professional services agreement with Mr. Anthony Bonamy through September 30, 2026, at a monthly rate of \$7,500. Under this extension, Mr. Bonamy will continue to support the Executive Director by assisting with day-to-day CRA operations, coordinating program implementation, supporting capital projects, and advancing small business cultivation initiatives within the NW 7th Avenue CRA.

Fiscal Impact

The monthly consulting fee of \$7,500, totaling \$82,500 through September 30, 2026, will be paid from the Salaries and Wages line item in the CRA's FY 2025–26 adopted budget.

Delegation of Authority

Upon approval of this item, the Executive Director or the Executive Director's designee is authorized to execute an extension or amendment to Mr. Bonamy's existing agreement to reflect the updated term, scope of services, and responsibilities described herein.

Background

Mr. Anthony Bonamy has served in a consulting role supporting CRA operations since May 2025, providing essential assistance in advancing redevelopment initiatives, strengthening community engagement, and supporting internal agency functions. His work has contributed to the establishment of operational systems, coordination with public and private partners, and the advancement of priority CRA programs.

Under the direction of the Executive Director, Mr. Bonamy will continue to provide operational and programmatic support to the NW 7th Avenue CRA. The extended engagement will support the Agency during a critical phase of implementation as it advances redevelopment activities along the NW 7th Avenue corridor.

Under the extended agreement, Mr. Bonamy will:

- Facilitate application processing and program delivery
- Coordinate CRA capital projects in collaboration with consultants and partner agencies
- Support the development and implementation of small business cultivation and assistance programs
- Serve as a liaison to agency partners, governmental entities, and community stakeholders

Attachment

Original Agreement (Executed August 2025)

THE AGREEMENT BETWEEN THE NW 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AND ANTHONY BONAMY

THIS AGREEMENT (“Agreement” or “Contract”) made and entered into as of this 12th day of May, 2025, by and between **Anthony Bonamy** with offices at 1501 Biscayne Blvd. Ste. 501, Miami, Florida 33132 (hereinafter referred to as the “Consultant”), and the **NW 7th Avenue Corridor Community Redevelopment Agency**, a body politic and corporate, having its principal office at 111 NW 1st Street, Miami, Florida 33128_ (hereinafter referred to as the “Agency”). The Agency and Consultant may each be individually referred to as a “party” or collectively be referred to as the “parties.”

RECITALS:

WHEREAS, the Agency was created by the Miami-Dade County Board of County Commissioners in 2007 and serves the NW 7th Avenue corridor area of Miami-Dade County (hereinafter referred to as the “Area”); and

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

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

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

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

ARTICLE 1. RECITALS AND DEFINITIONS

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

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

- a) The word “Agency” to mean the NW 7th Avenue Corridor Community Redevelopment Agency.
- b) The words “Article” or “Articles” to mean the terms and conditions delineated in this Agreement.
- c) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work (Attachment 1), all other attachments hereto, all amendments issued hereto, and all associated addenda.

The words “Foreign Country of Concern” to mean the People’s Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People’s Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

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

- f) The word "Days" to mean calendar days.
- g) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Consultant to the Agency for review and approval pursuant to the terms of this Agreement.
- h) The words "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.
- i) The words "Human Trafficking" shall mean that certain term as set forth in Section 797.06, as amended.
- j) The word "Scope of Work" to mean the document appended hereto as Attachment 1, which details the work to be performed by the Contractor.
- k) The words "Service" or "Services" to mean the provision of services in accordance with the Scope of Work.
- l) The word "Subcontractor" to mean any person, entity, firm or corporation, other than employees, agents, or officers of Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Consultant and whether or not in privity of contract with the Contractor.
- m) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Consultant in accordance with the provisions of this Contract.

ARTICLE 2. ORDER OF PRECEDENCE

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

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.
- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Board.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Board.
- f) The titles, headings, captions, and arrangements used in these terms and conditions are for convenience

only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

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

ARTICLE 5. CONTRACT TERM

The term of this Agreement shall commence on August 1, 2025 (“Contract Date”), and shall continue until October 31, 2025, unless terminated earlier. Any additional extensions of this Agreement shall be subject to the Board’s approval.

ARTICLE 6. NOTICE REQUIREMENTS

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

a) To the Agency:

NW 7th Avenue Corridor Community Redevelopment Agency
c/o **Vantage Solutions, LLC**
3479 NW 110th Terrace
Coral Springs, Florida 33065-707 UN
Attention: Khass Oupelle, MPA, FRA-RA, Executive Director
Phone: (754) 248-6950
Email: khass.oupelle@nw7avecra.gov

NW 7th Avenue Corridor Community Redevelopment Agency
c/o Miami-Dade County Office of Management and Budget
111 NW 1st Street, Suite 2210
Miami, Florida 33128
Attention: Vivian Cao, Asst.
Assistant Director, Community Redevelopment and Municipal Services
Phone: (305) 375-5143 Fax:(305) 375-1569
E-mail: Vivian.Cao@miamidade.gov

With copies to:

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

b) To the Contractor:

Anthony Bonamy
1501 Biscayne Blvd. Ste. 501,
Miami, Florida 33132
Phone: (754) 236-2235
Email: anthony.bonamy001@gmail.com

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

ARTICLE 7. AMOUNT OBLIGATED

Compensation for the services provided by Consultant to the Agency for the Contract Term shall be as follows: Basic Services. For the Services, the Agency shall pay the Consultant a fee not to exceed Twenty Two Thousand Five Hundred and 00/100 Dollars (\$22,500.00) in equal monthly installments of Seven Thousand Five-Hundred and 00/100 Dollars (\$7,500.00), (the "Fee"), or as such as may be prorated for any partial month during the Term. Except as set forth below, the amount for Basic Services represents and contains all amounts due and payable for the services provided by Consultant in the Scope of Work, including any out-of-pocket expenses and third-party costs which may be incurred and/or paid by Contractor.

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

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

ARTICLE 8. INTENTIONALLY OMITTED

ARTICLE 9. METHOD AND TIMES OF PAYMENT

- (a) Absent the termination of this Contract, with or without cause, the Consultant shall submit a monthly proper invoice requesting to be paid the Fee of \$7,500.00 per month for Basic Services during the term of this Agreement, which represents 1/12th 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 Consultant 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 Consultant 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 Consultant, provided that such expenses are approved in the annual Agency budget, Consultant 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 Consultant is providing similar services to both the Agency and the NW^h Street Corridor Community Redevelopment Agency. Accordingly, the Consultant agrees that it shall only invoice the Agency for its proportion of any expenses that overlap between the Agency and the and the NW 79th Street Corridor Community Redevelopment Agency . For instance, the Agency will only reimburse the Consultant for half the expense or cost of travel and conference attendance if Consultant is traveling and attending such conferences on behalf of both community redevelopment agencies.

- (d) Each invoice submitted by Consultant shall include a detailed billing statement for reimbursements sought, as well as any other supporting documentation as reasonably requested by the Agency. The Consultant shall also comply with the Miami-Dade County vendor registration and procurement requirements. With respect to the procedures for payment, the Agency and Consultant agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

ARTICLE 10. INDEMNIFICATION AND INSURANCE

For other good and valuable consideration the receipt and adequacy of which is hereby acknowledged, the Consultant agrees to indemnify, defend and hold harmless, the Agency, its commissioners, employees, consultants, attorneys and agents from, and against any and all claims, actions, liabilities, losses and expenses including, but not limited to, attorneys' fees for personal, economic or bodily injury, wrongful death, loss of or damage to property, at law or in equity, which may arise or may be alleged to have risen from the acts, errors, omissions or other wrongful conduct of the Contractor, agents or other personnel entity acting under the Contractor's control in connection with Contractor's performance of services under this Agreement and to that extent the Consultant shall pay such claims

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

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

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

B. Intentionally Omitted.

C. Professional liability in an amount not less than \$2,000,000 per claim arising out of the rendering or failure to render professional services or products. All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, subject to the approval of the County Risk Management Division or the company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services.

NOTE: CERTIFICATE HOLDER MUST READ:

NW 7th AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
111 NW 1st STREET
SUITE 2210
MIAMI, FL 33128

ARTICLE 11. MANNER OF PERFORMANCE

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

ARTICLE 12. ACKNOWLEDGEMENT

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

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

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

The Consultant is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the Agency. The Consultant shall exercise control over the means and manner in which it and its employees, officers, and agents perform the work, and in all respects the Contractor's relationship and the relationship of its employees, officers, and agents to the Agency shall be that of an independent contractor and not as employees, officers, and agents of the Agency.

The Consultant is providing the Services set forth in Attachment 1 and does not have the authority to manage the employees, funds or budgets of the Agency without Board approval. The Consultant does not have the power or authority to bind the Agency in any promise, agreement or representation other than specifically provided for in this Agreement, or as approved by the Board.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

In the event of a dispute arising under this Agreement, the parties agree that they will first attempt to resolve the dispute through informal negotiation. If the dispute cannot be resolved, the parties are entitled to all rights and remedies at law and in equity.

ARTICLE 15. MUTUAL OBLIGATIONS

- a) It is expressly agreed and by this statement specifically intended by the parties that nothing within this Agreement shall be construed as indicating any intent by either party to benefit any other entity or person not a party signatory to this Agreement by any provision or to entitle any such third party to any right of action on account hereof.
- b) In those situations where this Agreement imposes an indemnity obligation on the Contractor, the Agency may, at its expense, elect to participate in the defense if the Agency should so choose. Furthermore, the Agency may at its own expense defend or settle any such claims if the Consultant fails to diligently defend such claims, and thereafter seek indemnity for costs from the Contractor.

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

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

ARTICLE 18. COMPLIANCE REQUIREMENTS.

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

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

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

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

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

ARTICLE 19. CONSENT OF THE AGENCY REQUIRED FOR ASSIGNMENT

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

ARTICLE 20. SUBCONTRACTUAL RELATIONS

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

ARTICLE 21. E-VERIFY

By entering into this Contract, the Contractor, and its Subcontractors (if applicable), are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Consultant affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Contractor; (b) it has required any Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from any Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall

maintain copies of any such affidavits for duration of the Contract.

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

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

Any challenge to termination under this provision must be filed in the Circuit or County Court by the Agency, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

ARTICLE 22. SEVERABILITY

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

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

- a. Termination by the Consultant for Cause. The Consultant may terminate the Agreement if the Agency fails to make a payment as required by the Agreement followed by written notice thereof from the Consultant to the Agency and the Agency's continued failure to make such payment for thirty (30) days following the receipt of such notice. If the Consultant terminates the Agreement as set forth in the previous sentence, the Consultant shall be entitled to recover from the Agency payment for the Scope Work executed up to the date of termination but shall not be entitled to any other damages including, but not limited to, consequential and/or punitive damages.
- b. Termination by the Agency for Cause. The Agency may terminate this Agreement if the Contractor:
 - i. Persistently or repeatedly refuses or fails to follow the Board's reasonable and lawful directions relative to the performance of the Scope of Work including, but not limited to, failing to perform the Scope of Work or any portion thereof within agreed upon time frames;
 - ii. Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
 - iii. Otherwise materially breaches any provision of this Agreement.

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

- c. Termination by the Agency for Convenience. Notwithstanding anything in the Agreement to the contrary, following a duly noticed public meeting of the Agency, the Board, by a majority vote of its Commissioners may, for whatever reason and in its sole discretion, terminate the Agreement without penalty or liability by providing the Consultant with sixty (60) days written notice thereof. Upon such termination, this Agreement shall be null and void, except

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

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

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the Consultant("Event of Default"). Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
- i. the Consultant has not delivered Deliverables in a timely manner;
 - ii. the Consultant has failed to comply with the Scope of Work or any term of this Agreement in a timely manner, which failure shall be determined by the reasonable discretion of the Agency;
 - iii. the Consultant has failed to obtain the approval of the Agency, or the Board where required by this Agreement;
 - iv. the Consultant has failed in the representation of any warranties stated herein.
 - v. the Consultant has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and in this Agreement.
 - vi. the Consultant has or has attempted to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
 - vii. Contractor's corporate status with the State of Florida's Division of Corporations has become inactive.
 - viii. the Consultant is utilizing Agency property for personal reasons.
 - ix. the Consultant is using drugs or alcohol during the performance of the Services.
 - x. The Consultant has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Consultant has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver.
 - xi. The Consultant has been convicted of a public entity crime as described in Chapter 287, Florida Statutes.
 - xii. Casneve Oupelle, a natural person, is no longer employed by the Contractor.
- b) In the event the Agency terminates this Agreement with or without cause as provided by Article 23 of this Agreement the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

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

ARTICLE 27. OWNERSHIP OF DOCUMENTS

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

ARTICLE 28. INTENTIONALLY OMITTED

ARTICLE 29. INTENTIONALLY OMITTED

ARTICLE 30. INTENTIONALLY OMITTED

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

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

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

The Consultant confirms its commitment to comply with the vendor registration requirements and the associated affidavits available in **INFORMS** at <https://supplier.miamidade.gov>. The Consultant must comply with the terms of this subsection (a) of Article 31, unless directed otherwise by the appropriate County staff-person in writing.

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

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

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

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

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

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and implementing regulations at 41 C.F.R. Part 60.
- b) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- c) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- d) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- e) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- f) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- g) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).
- h) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- i) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- j) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- k) Any other laws prohibiting wage rate discrimination based on sex.
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- m) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".

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

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

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

ARTICLE 34. NONDISCRIMINATION

Contractor acknowledges that federal funds cannot be used for programs that discriminate based on protected characteristics. Accordingly, during the performance of this Contract, Contractor agrees to comply with all applicable federal, state and local laws prohibiting discrimination based on race, color, religion, sex, national origin, or other protected characteristic, including, but not limited to, Title VI of the Civil Rights Act of 1964, Title VII of the Civil Rights Act of 1964, the Equal Protection Clause of the Fourteenth Amendment, and the Florida Civil Rights Act, and will take affirmative action to ensure that employees and applicants are afforded equal employment opportunities without discrimination. Such action shall be taken with reference to, but not limited to recruitment, employment, termination, rates of pay or other forms of compensation, and selection for training or retraining, including apprenticeship and on the job training.

By entering into this Contract, the Contractor attests that it is not in violation of the Americans with Disabilities Act of 1990 (and related Acts). If the Contractor or any owner, subsidiary or other firm affiliated with or related to the Contractor is found by the responsible enforcement agency or the County to be in violation of the law, such violation shall render this Contract void. This Contract shall be void if the Contractor submits a false affidavit pursuant to this Resolution or the Contractor violates the Act or the Resolution during the term of this Contract, even if the Contractor was not in violation at the time it submitted its affidavit.

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ARTICLE 35. CONFLICT OF INTEREST

The Consultant represents that:

- a) No officer, director, employee, agent, or other consultant of the County or the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Consultant in this Agreement. This Agreement is entered into by the Consultant without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, the Agency, or the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - i) is interested on behalf of or through the Consultant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the Services, Deliverables or Work, to which this Agreement relates or in any portion of the revenues; or
 - ii) is an employee, agent, advisor, or consultant to the Contractor.
- c) Consultant shall not have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the Agency, in its sole discretion, may consent in writing to such a relationship, provided the Consultant provides the Agency with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the Agency's best interest to consent to such relationship.
- d) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
- e) In the event Consultant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Consultant shall promptly bring such information to the attention of the Board. Consultant shall thereafter

cooperate with the Agency's review and investigation of such information and comply with the instructions Consultant receives from the Agency regarding remedying the situation.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

Unless related to the regular business and Work of the Agency, the Consultant shall not, without the express written consent of the Agency, issue, or permit to be issued, any press release, social media post, advertisement, or literature referring to the Agency, or the Work being performed hereunder. Such approval may be withheld if for any reason the Agency believes that the publication of such information would be harmful to the public interest or is in any way undesirable.

ARTICLE 37. BANKRUPTCY

The Agency reserves the right to terminate this contract, if, during the term of any contract the Consultant has with the Agency, the Consultant becomes involved as a debtor in a bankruptcy proceeding.

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. CONTRACTOR'S INTERESTS

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

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

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

ARTICLE 41. FORCE MAJEURE

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

Neither the Agency nor the Consultant shall be held liable or responsible to the counterparty nor be deemed to have defaulted under or breached this Contract for failure or delay in performing any obligation under this Contract when such failure or delay is caused by an act of Force Majeure. Within twenty-four (24) hours of the occurrence of an act of Force Majeure, the affected party shall notify the counterparty of the act by sending an e-mail message to the Agency or Consultant of the other party, as applicable. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to operations. The Agency maintains the right to terminate the Contract for

convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 42. PUBLIC RECORDS AND CONTRACTS FOR SERVICES PERFORMED ON BEHALF OF MIAMI-DADE COUNTY

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

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

**NW 7th AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY
C/O MIAMI-DADE COUNTY
111 N.W. 1ST STREET, 22ND FLOOR MIAMI,
FLORIDA 33128
ATTENTION: VIVIAN CAO
Email: vivian.cao@miamidade.gov**

ARTICLE 43. SURVIVAL

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

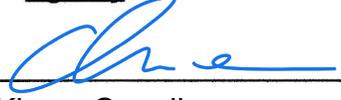
[SIGNATURES APPEAR ON THE NEXT PAGE]

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

Consultant: **Anthony Bonamy**

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

By: 

By: 

Name: Anthony Bonamy

Name: Khass Oupelle

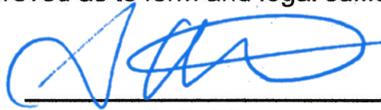
Title: _____

Title: Executive Director

Date: 08/18/2025

Date: 08/19/2025

Approved as to form and legal sufficiency:



Terrence A. Smith
Assistant County Attorney

ATTACHMENT 1 **CONSULTANT'S SCOPE OF WORK**

Objective:

To support the NW 7th Avenue Corridor Community Redevelopment Agency ("Agency") in attracting and retaining small businesses, promoting available commercial space, and assisting resident entrepreneurs through targeted business development programs and outreach strategies.

Services to Be Provided:

The Consultant shall provide the following services on an as-needed basis, under the direction of the Executive Director:

- Identify vacant and underutilized commercial spaces within the Community Redevelopment Area ("Redevelopment Area") suitable for business occupancy.
- Develop and implement marketing strategies to promote NW 7th Avenue as a desirable location for small businesses.
- Build and maintain relationships with property owners, realtors, and developers to support site activation and tenant matching.
- Provide outreach and support to resident entrepreneurs within the Redevelopment Area, connecting them to startup assistance, capital resources, and the Agency's funded programs.
- Collaborate with partner organizations (e.g., Strive305, chambers, Small Business Development Center) to deliver small business training and mentorship opportunities.
- Help design or administer incentive programs such as façade grants or startup assistance.
- Organize and facilitate business roundtables, corridor meetings, and networking events to foster collaboration among small business owners and stakeholders.
- Serve as a liaison between the Agency and business owners, nonprofit partners, and County departments related to economic development.
- Assist the Agency in implementing new business support initiatives as identified in the Strategic Plan.
- Maintain records of businesses served, spaces activated, and outcomes achieved.
- Provide monthly reports and updates to the Agency's Executive Director, including success stories, challenges, and recommended improvements.

RESOLUTION NO. CRA-07-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE EMPLOYMENT OF BUSINESS FLARE LLC TO PROVIDE PROFESSIONAL SERVICES AS A TECHNICAL EXPERT FOR THE COMPLETION THE NORTHWEST 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY REDEVELOPMENT PLAN UPDATE FOLLOWING THE APPROVAL OF THE FINDING OF NECESSITY BY MIAMI-DADE COUNTY FOR THE EXPANSION OF THE COMMUNITY REDEVELOPMENT AREA; AUTHORIZING THE EXECUTIVE DIRECTOR AND NORTHWEST 7TH AVENUE CRA ATTORNEY TO NEGOTIATE AND FINALIZE A PROFESSIONAL SERVICES AGREEMENT WITH BUSINESS FLARE LLC IN AN AMOUNT NOT TO EXCEED NINETY SIX THOUSAND AND 00/100 DOLLARS (\$96,000.00); AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE PROFESSIONAL SERVICES AGREEMENT WITH BUSINESS FLARE LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE PROFESSIONAL SERVICES AGREEMENT WITH BUSINESS FLARE LLC; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Northwest 7th Avenue Corridor Community Redevelopment Agency (“CRA”) is authorized to employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, pursuant to Section 163.356(3)(c), Florida Statutes; and

WHEREAS, the CRA desires to employ Business Flare LLC to provide professional services as a technical expert for the completion of the CRA Redevelopment Plan Update following the approval of the Finding of Necessity by Miami-Dade County for the expansion of the Community Redevelopment Area; and

WHEREAS, the Board of Commissioners of the CRA desires to (a) employ Business Flare LLC to provide professional services as a technical expert in connection for the completion of the CRA Redevelopment Plan Update following the approval of the Finding of Necessity by Miami-Dade County for the expansion of the Community Redevelopment Area and (b) authorize the negotiation, finalization and execution of a Professional Services Agreement with Business Flare LLC in an amount not to exceed Ninety-Six Thousand and 00/100 Dollars (\$96,000.00).

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:

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

Section 2. Employment of Business Flare LLC as a Technical Expert. The employment of Business Flare LLC to provide professional services as a technical expert for the completion of the CRA Redevelopment Plan Update following the approval of the Finding of Necessity by Miami-Dade County for the expansion of the Community Redevelopment Area.

Section 3. Negotiation and Finalization of Professional Services Agreement. The Executive Director and CRA Attorney are hereby authorized to negotiate and finalize a Professional Services Agreement with Business Flare LLC for the completion of the CRA Redevelopment Plan Update following the approval of the Finding of Necessity by Miami-Dade County for the expansion of the Community Redevelopment Area in an amount not to exceed Ninety-Six Thousand and 00/100 Dollars (\$96,000.00).

Section 4. Execution of Professional Services Agreement. The Executive Director is hereby authorized to execute the Professional Services Agreement with Business Flare LLC for the completion of the CRA Redevelopment Plan Update following the approval of the Finding of Necessity by Miami-Dade County for the expansion of the Community Redevelopment Area.

Section 5. Implementation of Professional Services Agreement. The Executive Director is hereby authorized to take all action necessary to implement the terms of the Professional Services Agreement with Business Flare LLC, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

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

PASSED and ADOPTED this 17th day of February, 2026.

Rasha Cameau, MBA FRA-RP
Chair

ATTEST:

Nadeige Theresias-Joisil, MS Ed
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Rasha Cameau, MBA FRA-RP

_____ (Yes) _____ (No)

Vice Chair Jeffy Mondesir, BBA

_____ (Yes) _____ (No)

Board Member Gene Lomando, BS

_____ (Yes) _____ (No)

Board Member Daniella Pierre, MSHRM

_____ (Yes) _____ (No)

Board Member Angela Reyes, M.TX.

_____ (Yes) _____ (No)

Board Member Nadeige Theresias-Joisil, MS Ed

_____ (Yes) _____ (No)

Date: February 17, 2026

To: Board Members of NW 7th Avenue Community Redevelopment Agency

From: Khass Oupelle, Executive Director

Subject: Resolution Approving an Agreement with Business Flare, LLC for the NW 7th Avenue CRA Plan Update Following County Approval of the Finding of Necessity

Recommendation

It is recommended that the Board approve an agreement with Business Flare, LLC in the amount of \$96,000 to complete the NW 7th Avenue Community Redevelopment Agency Plan Update and authorize the Executive Director or the Executive Director's designee to execute the agreement and take all actions necessary to implement the scope of work.

Fiscal Impact

Sufficient funds are available within the Agency's adopted budget under the Contractual Services line item. To fund this engagement, staff will reduce or defer lower-priority contractual expenditures, allowing the Agency to absorb the cost within the existing approved budget.

Delegation of Authority

Upon approval of this item, the Executive Director or designee is authorized to execute the agreement with Business Flare, LLC, coordinate plan development activities, and manage the consultant's performance through completion of the CRA Plan Update.

Background

BusinessFlare, LLC previously prepared the Finding of Necessity (FON) for the proposed NW 7th Avenue CRA expansion areas, which was approved by the Miami-Dade County Board of County Commissioners. With the FON approved, the Agency must now proceed to the next statutory phase under Chapter 163, Part III, Florida Statutes, which requires updating the Community Redevelopment Plan to incorporate the expanded CRA boundaries.

The proposed scope of work will deliver a comprehensive CRA Plan Update, including revised boundaries, goals and strategies, updated TIF projections, and a final plan document suitable for Board adoption and County approval. Because Business Flare prepared the approved FON and is already familiar with the CRA conditions and statutory framework, staff recommends proceeding with this next phase of work.

Attachment

Business Flare Proposal – NW 7th Avenue CRA Plan Update

NW 7th Avenue Community Redevelopment Agency

Scope of Work

BusinessFlare® appreciates the opportunity to provide this scope of work to the NW 7th Avenue Community Redevelopment Agency. This engagement encompasses three integrated service areas: a CRA Plan Update, Ongoing Economic Development and Redevelopment Services, and Redevelopment-Friendly Land Use and Zoning Amendments. Our approach delivers not only technical compliance but also the strategic framework and performance measurement tools that transform CRA planning into measurable economic outcomes.

All deliverables will be developed through the Street Economics® platform, integrating real estate intelligence, fiscal modeling, and stakeholder engagement into a unified performance framework.

Task 1: CRA Plan Update

Timeline: Six (6) weeks from Notice to Proceed

BusinessFlare will prepare a comprehensive update to the NW 7th Avenue CRA Plan incorporating the recently designated expansion areas. This accelerated engagement will deliver a fully compliant plan document within six weeks, meeting all statutory requirements under Chapter 163, Part III, Florida Statutes.

Deliverables

- Updated Finding of Necessity Analysis for expansion areas, documenting conditions of slum and blight consistent with statutory requirements.
- Revised Redevelopment Area Boundaries incorporating expansion areas with legal descriptions and mapping.
- Updated Tax Increment Financing (TIF) Projections reflecting expanded tax base and anticipated increment growth.
- Revised Goals, Objectives, and Strategies addressing the needs and opportunities of the expanded CRA district.
- Capital Improvement Plan Update identifying infrastructure priorities across original and expansion areas.
- Affordable Housing Component per F.S. 163.362 requirements.
- Final CRA Plan Document formatted for Board adoption and County approval.

Work Plan

Week	Activity	Milestone
1	Kickoff meeting, data collection, background review	Data Request
2	Existing conditions analysis, expansion area assessment	Draft FON
3	TIF projections, goals/objectives revision, opportunity sites	TIF Model
4	Draft Plan document assembly, internal review	Draft Plan
5	Client review period, revisions, staff coordination	Revised Draft
6	Final document delivery, Board presentation materials	Final Plan

Pricing

Task	Description	Fee
Task 1: CRA Plan Update	Complete plan update with expansion areas (6 weeks)	\$96,000

BusinessFlare will invoice monthly; invoices will be submitted at the beginning of each month for work performed during the prior month and shall be due within 30 days of receipt. This agreement may be extended by mutual agreement for two additional one-year terms. The fee does not include costs related to printing of materials or advertising.

Hourly rates applicable to this project:

Role	Hourly
Founder	\$345
C.O.O.	\$225
Economic Designer	\$225
Operations and Design	\$95

Delivery Model

Task delivery will be calibrated to project complexity and timeline requirements:

- Quick Response: Rapid analyses and actionable recommendations for immediate opportunities.
- Standard Engagement: Balanced, in-depth consulting for moderately complex projects.
- Comprehensive Strategic: Full-spectrum consulting services for long-term complex engagements.

RESOLUTION NO. CRA-07-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR AND NMCRA ATTORNEY TO NEGOTIATE AND FINALIZE AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. TO PROVIDE PROFESSIONAL SERVICES FOR A MEDIAN BEAUTIFICATION PROJECT FOR AN AMOUNT NOT TO EXCEED \$77,784.60 FOR WHICH THE CRA WOULD BE RESPONSIBLE TO PAY SEVENTY PERCENT (70%); AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC.; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Northwest 7th Avenue Corridor Community Redevelopment Agency (“CRA”) pursuing the professional services of a consultant for a median beatification project to be implemented jointly with the North Miami Community Redevelopment Agency; and

WHEREAS, the CRA is authorized to employ an executive director, technical experts, and such other agents and employees, permanent and temporary, as it requires, pursuant to Section 163.356(3)(c), Florida Statutes; and

WHEREAS, Kimley-Horn and Associates, Inc. provided the CRA with a proposal to provide professional services for the median beatification project for an amount not to exceed Seventy-Seven Thousand Seven Hundred Eighty Four and 60/100 Dollars (\$77,784.60) for which the CRA would be responsible to pay seventy percent (70%); and

WHEREAS, the Board of Commissioners Chair and Board Members of the CRA desire to authorize the negotiation, finalization and execution of an agreement with Kimley-Horn and Associates, Inc. to provide the professional services for the median beatification project pursuant to the proposal for an amount not to exceed Seventy-Seven Thousand Seven Hundred Eighty Four and 60/100 Dollars (\$77,784.60) for which the CRA would be responsible to pay seventy percent (70%), 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 7TH AVENUE 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 Kimley-Horn and Associates, Inc. to provide the professional services for the median beatification project pursuant to the proposal for an amount not to exceed Seventy-Seven Thousand Seven Hundred Eighty Four and 60/100 Dollars (\$77,784.60) for which the CRA would be responsible to pay seventy percent (70%).

Section 3. Execution of Agreement. The Executive Director is hereby authorized to execute the agreement with Kimley-Horn and Associates, Inc. to provide the CRA with professional services for the median beatification project pursuant to the proposal.

Section 4. Implementation of Agreement. The Executive Director is hereby authorized to take all action necessary to implement the terms of the agreement with Kimley-Horn and Associates, Inc. to provide the CRA with professional services for the median beatification project pursuant to the proposal, 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 17th day of February, 2026.

Rasha Cameau, MBA FRA-RP
Chair

ATTEST:

Nadeige Theresias-Joisil, MS Ed
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Rasha Cameau, MBA FRA-RP	_____ (Yes) _____ (No)
Vice Chair Jeffy Mondesir, BBA	_____ (Yes) _____ (No)
Board Member Gene Lomando, BS	_____ (Yes) _____ (No)
Board Member Daniella Pierre, MSHRM	_____ (Yes) _____ (No)
Board Member Angela Reyes, M.TX.	_____ (Yes) _____ (No)
Board Member Nadeige Theresias-Joisil, MS Ed	_____ (Yes) _____ (No)

Date: February 17, 2026

To: Board Members of NW 7th Avenue Community Redevelopment Agency

From: Khash Oupelle, Executive Director

Subject: Approval of Joint Median Beautification Project and Authorization to Execute Cost-Sharing Agreement with North Miami CRA

Recommendation

It is recommended that the Board approve the NW 7th Avenue Corridor Median Beautification Project, a joint redevelopment initiative with the North Miami Community Redevelopment Agency (NMCRA), and authorize the Executive Director or the Executive Director’s designee to execute a cost-sharing agreement with NMCRA, including all documents necessary to implement the project and coordinate professional design services.

Fiscal Impact

The total project cost is \$77,784.60 with the NW 7th Avenue CRA responsible for approximately 70% of the total scope, based on corridor length and number of medians. This equates to an estimated cost of \$54,449.22 for the NW 7th Avenue CRA.

Funds are available in the Agency’s FY 2024–2025 approved budget under the Landscaping Improvements line item. Under the proposed cost-sharing arrangement, the North Miami CRA will administer the consultant agreement and the NW 7th Avenue CRA will reimburse NMCRA for its proportional share upon receipt of invoice.

Delegation of Authority

Upon approval of this item, the Executive Director or designee is authorized to execute the cost-sharing agreement with the North Miami Community Redevelopment Agency and to take all administrative actions necessary to implement the project, including coordination with consultants and interagency partners.

Background

This item was previously presented to the Board as a discussion item in November 2025, at which time staff provided an overview of the proposed joint project and the professional services proposal from Kimley-Horn and Associates, Inc. The discussion was intended to brief the Board, gather initial feedback, and confirm readiness to proceed with formal authorization.

The proposed project spans a combined 5.04 miles and 48 medians, including 3.53 miles and 34 medians within the NW 7th Avenue CRA and 1.51 miles and 14 medians within the North Miami CRA. Professional design services will be provided by Kimley-Horn and Associates, Inc. to ensure a cohesive and coordinated approach across both jurisdictions.

Since the November discussion, the North Miami CRA Board has formally approved the project and associated proposal, contingent upon participation by the NW 7th Avenue CRA. Because the project crosses CRA boundaries, it cannot proceed without formal approval and participation by both agencies.

Attachment

Kimley-Horn Proposal



December 22, 2025

Ms. Anna-Bo Emmanuel, Esq., FRA-RA, CP3P
Executive Director
North Miami CRA
735 NE 125th Street, Suite 100
North Miami, FL 33161

Mr. Khass Oupelle, MPA, FRA-RA
Executive Director
NW 7TH Avenue Corridor CRA
111 NW 1st Street, 22nd Floor
North Miami, FL 33128

**Re: Professional Services Agreement
NW 7th Avenue (FDOT SR 7) – Landscape, Irrigation, and Utility Design Services
City of North Miami, FL**

Dear Ms. Emmanuel:

Kimley-Horn and Associates, Inc., (hereinafter referred to as “Consultant”, “We” or “Kimley-Horn”), in connection with the **City of North Miami “RFQ #08-17-18; Continuing Architectural and Engineering Services”** is pleased to submit this proposal to the City of North Miami, (hereinafter referred to as “Client” or “City”) to provide professional design and permitting services as described below for the **Northwest 7th Avenue / State Road 7 Streetscape Beautification Project**.

PROJECT UNDERSTANDING

The City of North Miami CRA and NW 7th Avenue CRA have requested that Kimley-Horn develop Tree Disposition, Landscape, Irrigation, Landscape/Accent Lighting and Utility Permit and Construction Documents for forty-eight (48) existing landscape medians within State Road 7 between NW 155TH and NW 80th Street, approximately ±5.04 miles. The following is a breakdown of the approximate mileage and number of landscape median(s) falling within each respective CRA district:

North Miami Community Redevelopment Agency (CRA) – ±1.51 Miles and 14 Landscape Medians (NW 119th to NW 143rd Street)

NW 7th Avenue Community Redevelopment Agency (CRA) - ±3.53 miles and 34 Landscape Medians (NW 155th to NW 143rd Street, NW 119TH to NW 80th Street)

Under a previous agreement with the City, the Consultant produced landscape and limited irrigation construction documents from NW 119th to NW 143rd, which were permitted through FDOT and installed to a substantially complete level. With this agreement, Kimley-Horn will expand the original design area to extend south of 119th Street to 80th Street and north of NW 143rd Street to NW 155th Street, provide limited due diligence investigation of existing water facilities within or adjacent (±30') to the project limits to identify recommendations for potential new irrigation source connection(s), inventory existing planting and irrigation material, landscape and irrigation construction and permit documents, FDOT

permitting, and limited Bid and Construction Phase services. Plans will be developed to meet FDOT requirements and design standards.

The Consultant will assemble and submit the required permitting documents to FDOT, as well as respond to FDOT's comments as the permit is processed. A Maintenance Memorandum of Agreement (MMA), or amendment to an existing MMA should one currently exist, will be required. The Consultant will prepare the required exhibits for the MMA. It is assumed that FDOT will prepare the MMA paperwork and lead the MMA processing directly with the City.

PROJECT ASSUMPTIONS

The following project assumptions have been made:

- A Site Plan application and/or DRC review process is not required for this project. All project input will be provided by City staff.
- Subsurface Utility Exploration (SUE) services are not anticipated to be required for design and are excluded from this agreement. Refer to Task 1 for specific Utility Coordination scope of services.
- The Consultant will utilize the existing base linework and previously provided as-built / record drawings that were utilized to prepare median landscape and irrigation designs for NW 115th to NW 143rd Street under a previous contract. Additionally, the City will provide plans and supporting CAD files for any new work completed within the work area for use in developing the plans, if available. The Consultant will prepare a project base map using available materials and site visit observations.
 - No new survey is anticipated to be required for this project, but should sub-surface utility and/or site-specific survey be required for design, permitting and/or requested by the City, it can be provided as an additional service.
- FDOT will require Maintenance of Traffic (MOT) notes referencing FDOT's Roadway and Traffic Design Standard Plans series 102-600.
- FDOT Landscape Permit Application form 650-050-09 will be required for the proposed improvements. Consultant will make the application on the City's behalf, upon receiving a letter authorizing Kimley-Horn to do so.
 - In the event a Design Variation is required for permitting and/or requested by the Client for proposed low-voltage lighting improvements and/or landscape improvements, an additional service will be required.
- Utility design services under this agreement are limited to the water main tapping and lateral service connection(s) required for new irrigation services (meter and backflow) for landscape medians within the project limits:

- Existing / available potable water sources identified during Task 1 that are located within or no further than $\pm 30'$ from the NW 7th Avenue Right-of-Way (project limits) and are publicly owned within state and/or local right-of-way (FDOT, City, County) shall be considered as a viable irrigation water service tie-in location(s) under this base contract.
- Utility design services for water main extension(s), or utility design services for lateral service extension(s) greater than $\pm 30'$ will require an additional service.
- The Consultant will provide technical specifications for landscape, irrigation and limited utility design placed on plans. CSI format specifications are not a part of this scope of services.
- The Consultant will prepare and submit the required Maintenance Map and plan exhibits for the MMOA. The Client shall be responsible for all applicable internal approval(s) (Council/Commission and/or City Attorney approval, etc.) and execution of the MMOA agreement with FDOT.
- The Consultant will present the project at one CRA Board meeting, assumed to be an in-person meeting.
- The City will publicly bid the landscape, irrigation, and utility plans prepared under this scope of services using a public, competitive bid process.
- The Consultant will provide Limited Bid and Construction Phase Services as noted in Task 4.
- Electrical design is not included in this scope of services.

SCOPE OF SERVICES

Kimley-Horn will provide the services specifically set forth below.

TASK 1 – LIMITED DUE DILIGENCE AND SITE INVESTIGATION

Kimley-Horn will perform the following limited due diligence and site investigation services consisting of the tasks specifically described below.

- Coordination with the City of North Miami Water and Sewer Department, Miami Dade County Water and Sewer Department, and Florida Department of Transportation (FDOT) to request record drawings of the existing potable water systems (mainlines and/or laterals) within and adjacent to the project limits.
- Coordination with the Florida Department of Transportation (FDOT) to determine acceptability and applicable approval process(es) (Design Variation, CAF Agreement process, etc.) for introduction of solar, battery, and/or hard-wired decorative low-voltage landscaping lighting within the project design.

- Upon completion of this sub-task and subsequent due diligence finding(s) related to landscape lighting improvement feasibility within the project limits, the Client will confirm authorization of **Task 3 (Optional) – Landscape Lighting Permit and Construction Documents** as described in this agreement.
- Perform up to one (1) site visit to inventory existing trees, shrubs, groundcover and irrigation equipment within the existing perimeter landscape buffers. Kimley-Horn will identify deficiencies in the landscape and irrigation within the (20) existing medians as apart of the previous project, and the twenty-nine (29) new medians in comparison to the following document(s):
 - i. **Approved Right-of-Way Landscaping Permit Plans (2022-L-691-00013)**
- Conduct one (1) in-person meeting with the CRA staffs to review findings for existing potable water facilities within the project area, review the observed landscape and irrigation deficiencies within the project area, and discuss strategy and recommendations for the proposed landscape and irrigation design.
- **Utility Coordination:** Kimley-Horn will contact “Sunshine One-Call” and request design ticket(s) for utility and as-built information within the project area and will incorporate any pertinent utility information received into the project base files. All letters furnished by the Consultant to utility providers and subsequent mark-ups and/or as-built plan(s) identifying approximate location of utilities provided by the providers for the project area will be submitted to FDOT as a part of the permit package.

Deliverables: Kimley-Horn will prepare one (1) 24”x36” PDF exhibit (10-15 sheets total anticipated) of the project area, identifying existing potable water services within or adjacent to the project limits, and landscape/irrigation deficiencies within the project limits.

TASK 2 – LANDSCAPE ARCHITECTURAL AND CIVIL PERMIT AND CONSTRUCTION DOCUMENTS

Upon confirmation with the City for the project design parameters under Task 1, Kimley-Horn will prepare the following permit and construction drawings for the landscape, irrigation, and water utility improvements based upon the City-desired design scheme and FDOT criteria. Kimley-Horn will also attend one (1) meeting with the City and FDOT to review the proposed improvements. Drawings for these items will be of sufficient detail for permitting, bidding, and construction of the landscape, irrigation and utility improvements.

- **Cover Sheet**
- **General Notes and/or Permit required Notes**
- **FDOT Landscaping General Notes Sheet**
 - Maintenance of Traffic will be noted to reference the FDOT standard plans reference, with specific notes to satisfy the permit requirements.
 - Specific FDOT required notes (general notes, MOT, etc.) will be developed and refined throughout the permit process.

- **FDOT Maintenance / Location Map and Narrative**
- **Tree Disposition Plan and Details:** Kimley-Horn will utilize the previous project base files and limited field observations to produce a plan that indicates existing tree locations keyed to a chart that describes species, height, Diameter at Breast Height (DBH), and canopy spread. This plan will tabulate trees to remain, to be removed, and/or to be relocated. Kimley-Horn will provide notes and details to support the tree disposition, and in accordance with code requirements, as well as mitigation calculations.
- **Planting Plan and Details:** Kimley-Horn will delineate plant material, plant quantities, plant schedules, specifications and project-specific planting details for the area identified in the Project Understanding. FDOT details and technical specifications for landscape and irrigation improvements applicable to project scope will also be referenced on the plan drawings.
- **Irrigation Plan and Details:** Kimley-Horn will design the irrigation system to provide 100% irrigation coverage for exterior proposed landscaped areas. Kimley-Horn will provide the following irrigation design services, after City's approval of the Planting Plan:
 - Calculation of irrigation system requirements based on water application per week and water window availability as determined by local municipality and SFWMD.
 - Irrigation mainlines and sub-mainline sizing with recommended routing.
 - It is assumed that source(s) for all new irrigation improvements within the landscape medians will be identified and confirmed by the City during Task I.
- **Water Utility Plans and Details:** Kimley-Horn will design Utility Plans for the required water service connection(s) to serve the proposed potable irrigation meter(s). These plans will utilize City of North Miami Standard details for Water Service / Meter Connection and Pavement and/Curb Restoration.
- Kimley-Horn will provide an **Opinion of Probable Construction Cost (OPCC)** at the completion of the first design submittal milestone. This Opinion of Probable Construction Cost will be revised one (1) prior to delivery of Bid Documents.

Because the Consultant does not control the cost of labor, materials, equipment or services furnished by others, methods of determining prices, or competitive bidding or market conditions, any opinions rendered as to costs, materials, shall be made on the basis of its experience and represent its judgment as an experienced and qualified professional, familiar with the industry. The Consultant cannot and does not guarantee that proposals, bids or actual costs will not vary from its opinions of cost. If the Client wishes greater assurance as to the amount of any cost, it shall employ an independent cost estimator. Consultant's services required to bring costs within any limitation established by the Client will be paid for as Additional Services.

Deliverables:

- Kimley-Horn will provide the first submittal (**60% Client Review Plans**) to the Client for review and comment. Client feedback and comments will be incorporated into the construction drawings and a **90% Construction Documents** set will be submitted to FDOT for permit approval. Plans will be submitted in 11"X17" or 24"x36" format, to scale.

- Upon FDOT permit approval, **100% Bidding and Construction Documents** (electronically signed and sealed PDFs) will be provided to the Client for use as bidding instruments.
- Revisions to plans based on Client and FDOT comments are limited to a total of two (2) rounds of re-submittals.
- Coordination between project milestones or meetings will be facilitated through phone conversations and emails.
- Kimley-Horn will make one (1) project plans presentation to the CRA Board.

TASK 3 – LANDSCAPE LIGHTING PERMIT AND CONSTRUCTION DOCUMENTS (OPTIONAL)

Upon authorization of this task by the Client, Kimley-Horn will prepare the following permit and construction drawings for solar and/or battery powered landscape / accent lighting solutions:

- **Landscape Lighting Plans** – locations, details and specifications for solar and/or battery powered landscape / accent lighting fixtures within the landscape medians.
 - Electrical design is not included in this scope services. In the event that a hard-wired / low-voltage landscape lighting solution is requested by the client for use in landscape medians, and additional service will be required.

Deliverables:

- **60% Client Review Plans (concurrent with Task 2)**
- **100% Bidding and Construction Documents (concurrent with Task 2)**
- Revisions to plans based on Client and FDOT comments are limited to a total of two (2) rounds of re-submittals.

TASK 4 – LIMITED BID PHASE AND CONSTRUCTION PHASE SERVICES

Kimley-Horn will provide the following limited bid and construction phase services:

- **Bid Document Preparation and Bid Evaluation.** Consultant will prepare a bid form for the Client's use in soliciting bids. Consultant will tabulate the bids received and evaluate compliance of bids with the bidding documents. Consultant will prepare a written summary of this tabulation and evaluation.
- **Pre-Construction Conference.** Consultant will attend a Pre-Construction Conference at the project site with the selected contractor prior to commencement of construction activity.
- **Visits to Site and Observation of Construction.** Consultant will make up to four (4) visits, inclusive of the substantial completion (punch-list) and final visits to the site, in order to observe the progress of the work. Such observations will not be exhaustive or extend to every aspect of Contractor's work. Observations will to be limited to spot checking, selective measurement, and similar methods of general observation. Based on information obtained during site visits, Consultant will evaluate whether Contractor's work is generally proceeding in accordance with the Contract Documents, and Consultant will keep Client informed of the general progress of the work.

Consultant will not supervise, direct, or have control over Contractor's work, nor shall Consultant have authority to stop the Work or have responsibility for the means, methods, techniques, equipment choice and usage, schedules, or procedures of construction selected by Contractor, for safety programs incident to Contractor's work, or for any failure of Contractor to comply with any laws. Consultant does not guarantee the performance of any Contractor and has no responsibility for Contractor's failure to perform its work in accordance with the Contract Documents.

- **Recommendations with Respect to Defective Work.** Consultant will recommend to Client that Contractor's work be disapproved and rejected while it is in progress if, on the basis of its observations, Consultant believes that such work will not produce a completed Project that generally conforms to the Contract Documents.
- **Clarifications and Interpretations.** Consultant will respond to reasonable and appropriate Contractor requests for information and issue necessary clarifications and interpretations of the Contract Documents. Any orders authorizing variations from the Contract Documents will be made by Client.
- **Shop Drawings and Samples.** Consultant will review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit, but only for conformance with the information given in the Contract Documents. Such review and approvals or other action will not extend to means, methods, techniques, equipment choice and usage, schedules, or procedures of construction or to related safety programs.
- **Substitutes and "or-equal."** Consultant will evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor in accordance with the Contract Documents.
- **Inspections and Tests.** Consultant may receive and review certificates of tests and approvals required by the Contract Documents. Consultant's review of certificates will be for the purpose of determining that the results certified indicate compliance with the Contract Documents and will not be an independent evaluation that the content or procedures of such inspections, tests, or approvals comply with the requirements of the Contract Documents. Consultant shall be entitled to rely on the results of such tests.
- **Substantial Completion.** Consultant will, after notice from Contractor that it considers the Work ready for its intended use, in company with Client and Contractor, conduct a site visit to determine if the Work is substantially complete. Work will be considered substantially complete following satisfactory completion of all items with the exception of those identified on a final punch list.
- **Final Notice of Acceptability of the Work.** Consultant will conduct a final site visit to determine if the completed Work of Contractor is generally in accordance with the Contract Documents and the final punch list so that Consultant may recommend final payment to Contractor. Accompanying the recommendation for final payment, Consultant shall also provide a notice that the Work is generally in accordance with the Contract Documents to the best of Consultant's knowledge, information, and belief based on the extent of its services and based upon information provided to Consultant.

ADDITIONAL SERVICES

The consultant will provide, as requested and authorized by the City, services that may be required in addition to those described above. Additional services we can provide include, but are not limited to, the following:

- Survey, Geotechnical, and/or Subsurface Utility Exploration Services
- Architectural Services
- Public meeting attendance
- Presentation to City Commission or similar hearings beyond those described in the above scope of services.
- Attendance at meetings beyond those identified above.
- Any services not specifically described in the above scope of services.

INFORMATION PROVIDED BY CLIENT

We shall be entitled to rely on the completeness and accuracy of all information provided by the Client or the Client's consultants or representatives. The Client shall provide all information requested by Kimley-Horn during the project, including but not limited to the following:

- Existing as-built information, if available

SCHEDULE

Kimley-Horn will provide services as expeditiously as practicable with the goal of meeting a mutually agreed upon schedule.

FEE AND BILLING

The Consultant will complete the scope of services described in Task 1-4 for the lump sum amount of **\$77,784.60**. The following is a breakdown of the lump sum fee for reference. Office expenses have been included within the lump sum amount and include in-house duplicating, facsimile, telephone, postage, in-house blueprinting, word processing, and cellular telephone use. All permitting, application, and similar project fees if applicable will be paid directly by the Client.

<u>TASK</u>	<u>DESCRIPTION</u>	<u>LABOR FEE</u>
1	Limited Due Diligence and Site Investigation	\$11,980.28
2	Landscape Architectural & Civil Permit and Construction Documents	\$49,937.20
3	Lighting Permit and Construction Documents (OPTIONAL)	\$5,319.20
4	Limited Bid and Construction Phase Services	\$10,547.92
TOTAL LUMP SUM FEE:		\$ 77,784.60

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CLOSURE

The terms and conditions of the **City of North Miami “RFQ #08-17-18; Continuing Architectural and Engineering Services”** shall govern this scope of services.

I appreciate this opportunity to submit this proposal. If you have any questions or need additional information, please contact me at (561) 840-0812.

Very truly yours,

KIMLEY-HORN AND ASSOCIATES, INC.



Tom Hargrett, PLA, ASLA
Project Manager



Stefano Viola, P.E.
Vice President