



Wednesday, December 17, 2025, 6:00 PM

- A. Meeting Call to Order, Roll Call Chairman Gilliard
- B. Approval of December Agenda Chairman Gilliard
- C. Approval of Minutes Chairman Gilliard
 - 1. September 17th, 2025
- D. Reasonable Opportunity for the Public to be Heard Chairman Gilliard
- E. **Consent Agenda:** *UNLESS A MEMBER OF THE CRA BOARD WISHES TO REMOVE A SPECIFIC ITEM FROM THIS PORTION OF THE AGENDA, TAB E CONSTITUTES THE CONSENT AGENDA. THIS ITEM IS SELF-EXPLANATORY AND IS NOT EXPECTED TO REQUIRE ADDITIONAL REVIEW OR DISCUSSION. THIS ITEM WILL BE RECORDED AS INDIVIDUALLY NUMBERED ITEMS, ADOPTED UNANIMOUSLY BY THE FOLLOWING MOTION*
 - 1. Resolution of the Board approving an agreement between Blum Consulting and the West Perrine Community Redevelopment Agency to provide public information services for the agency in an amount not to exceed \$30,000 for FY 2025/2026.
 - 2. Resolution of the Board of Commissioners of the West Perrine Community Redevelopment Agency, approving a Residential Rehabilitation Program grant in an amount not to exceed \$35,00.00 to Rodney Sanders for certain improvements to the property located at 18212 S.W. 102nd place, Miami, Florida 33157
 - 3. Resolution of the Board approving an agreement between The Amco Services Group Inc., and the West Perrine Community Redevelopment Agency for a light display in an amount not to exceed \$8,500.
- F. **Action Items:**
 - 1. RESOLUTION OF THE CHAIR AND BOARD MEMBERS APPROVING AN AGREEMENT BETWEEN PFM FINANCIAL ADVISORS LLC AND THE WEST PERRINE REDEVELOPMENT AGENCY TO PROVIDE FINANCIAL ADVISORY SERVICES FOR THE AGENCY'S BOND PROCESS; AUTHORIZING THE CHAIR OF THE BOARD, EXECUTIVE DIRECTOR AND THE ATTORNEY TO EXECUTE ALL RELATED INSTRUMENTS.
 - 2. RESOLUTION OF THE CHAIR AND BOARD MEMBERS APPROVING AN AGREEMENT BETWEEN BRYANT MILLER OLIVE P.A. AND THE WEST PERRINE REDEVELOPMENT AGENCY TO PROVIDE BOND COUNSEL SERVICES FOR THE AGENCY'S BOND PROCESS; AUTHORIZING THE CHAIR OF THE BOARD, EXECUTIVE DIRECTOR AND THE ATTORNEY TO EXECUTE ALL RELATED INSTRUMENTS.
 - 3. RESOLUTION OF THE CHAIR AND BOARD MEMBERS APPROVING AN AGREEMENT BETWEEN ACHIEVEMENT CONSULTING GROUP AND THE WEST PERRINE REDEVELOPMENT AGENCY TO PROVIDE BOND CONSULTING SUPPORT AND INTERNAL PROCESS ASSISTANCE TO ADVANCE THE AGENCY'S BOND EFFORTS, IN AN AMOUNT NOT TO EXCEED \$60,000; AUTHORIZING THE CHAIR OF THE BOARD, EXECUTIVE DIRECTOR AND THE ATTORNEY TO EXECUTE ALL RELATED INSTRUMENTS.
- G. Discussion/Updates: Chairman Gilliard
- H. Next Meeting Dates & Adjournment Chairman Gilliard
 - 1. TBD



Regular Board Meeting Minutes – September 17, 2025 – 6:00 P.M.
South Dade Government Center
10710 SW 211th ST – Conference Room 104 – Cutler Bay, FL 33189

Meeting Call to Order, Roll Call

Chairman Gilliard called the meeting to order at 6:05 P.M. Roll Call was as follows:

- Present: Chairman Leviticus L. Gilliard, Willie Carpenter, Rhonda Richardson-Comer and Veronica Thompkins
- Absent: Vice-Chair Tyreke Spann, Kevin Richardson and Taj Echoles
- Miami-Dade County Staff Present: Jason E. Rodriguez, Business Analyst Manager, Office of Management and Budget (OMB)
- Krystal Patterson, Executive Director of the West Perrine CRA and Steve Zelkowitz - CRA Attorney, Taylor Duma LLP

Approval of Agenda

Ms. Thompkins moved to approve the meeting agenda. The motion was seconded by Mr. Carpenter. Motion passed unanimously.

Approval of Minutes

Ms. Richardson-Commer moved to approve the July 16, 2025, Regular Board meeting minutes. The motion was seconded by Mr. Carpenter. Motion passed unanimously.

Open Forum for Public Comments

Chairman Gilliard opened the forum for the public to have a reasonable opportunity to be heard.

There were no participants.

Presentations

CRA Bonding 101 – Larry M. Spring, Jr. CPA

Mr. Spring provided a professional background stating that he is the former Chief Financial Officer for the City of Miami, former City Manager for the City of North Miami and worked with the

County's Health Trust. He is a licensed CPA providing financial consulting services through his company for the past fifteen years, primarily in the area of government.

He stated that Ms. Patterson invited him to make a presentation on the possibility of bonding the CRA. He explained that the purpose of municipal bonding is allowing an agency to leverage future cash flows to fund projects within the redevelopment plan. He stated that municipal bonding is different from commercial lending because the tax code allows it to be at a tax-exempt rate.

Mr. Spring stated that typical projects that can be funded include infrastructure, such as streets, sidewalks and drainage, affordable housing, parks and land purchases that can be used to build public projects. He stated that Florida Statute 163.385 gives CRAs bonding authority. He explained that there are two types of bonds; general obligation bond, which goes out to referendum to be approved by the voters, typically initiated by the County's Board of County Commissioners and a special obligation or revenue bond which leverage the TIF revenue pledged to the bond.

Mr. Spring stated that typically, a bonding team is composed of a bond counsel, a financial advisor and the underwriters. He explained that the counsel prepares disclosures and closing documents relating to the transaction; the financial advisor advises on how best to structure the bond and that the underwriter markets and sales the bonds. He stated that issuance can take a couple of months.

In response to a question from Chairman Gilliard as to whether the CRA will go through the County to get their rating, Mr. Zelkowitz stated that other CRAs have gone directly to Moody, the credit rating agency, to get their own credit rating.

In response to a question from Mr. Carpenter regarding as to how Moody would rate the Agency if there were no credit history, Mr. Spring stated that Moody has shifted their approach to look at the issues affecting property tax revenues in Florida. Mr. Spring explained that the CRA revenue is generated from the taxation of the County, if rich and growing, there will be a good rating because the source of the revenue is a good source. He stated that the County has a good rating.

Mr. Spring explained that before bonding, the CRA needs to have a good sense of the projects it wants to undertake, because once the funds are issued there is about 36 months to get to about 80-90 percent of the dollars spent in order to maintain the tax-exempt status. He noted that if the CRA is unable to get there, the bonds become taxable, and payments will need to be made to the IRS. Mr. Spring provided a general sample of a bond transaction by the Overtown CRA.

In response to a question from Mr. Carpenter regarding who gets to manage the funds and prepare reports to be submitted to the regulators, Mr. Spring stated that the oversight committee will be the CRA Board with the Executive Director providing general oversight. He stated that typically a financial professional or project manager will help. Mr. Spring stated that the County has a subcommittee of individuals who review the project status and related expenditures, which help them decide whether additional resources need to be hired to keep the project on track. Mr. Spring stated that the County is encouraging CRAs to take out bonds to get their projects going.

Mr. Carpenter noted that the Board can make decisions but will need assistance to review applications relating to funding the projects. Mr. Spring recommended that the Board get professionals to help them review packages, noting that the Board has the County's benefit to conduct those reviews.

In response to concerns from Mr. Carpenter that a developer may not be able to complete a project, Mr. Zelkowitz explained that most of those agreements are reimbursement base, in which a developer may first lay out their money, before they seek reimbursement. He stated that there is also a requirement to have a Payment of Performance Bond, so if there is a default, the CRA can go after the developer's Payment of Performance Bond. He noted that the County also has requirements when giving grants, such as claw back clauses, community benefits, job creation or a contribution to a project such as those benefiting underprivileged children.

Mr. Carpenter stated that the Board needs to have a professional company, such as the one helping the Overtown CRA, to help them understand further, being that the Board doesn't have enough expertise. Mr. Spring stated that the Overtown CRA does their managing internally through the City of Miami.

Miami Sheriff's Office

Lt. Mario Ferguson shared crime related statistics for the CRA, stating that stats were down over 30 percent; homicide, sex offenses, robberies and residential burglaries down four percent.

In response to a question from Mr. Carpenter regarding purchasing security cameras, Chairman Gilliard stated that effort failed due to funding structure going back to the police department and paying them time and half and other factors

Chairman Gilliard stated that he would like to see the creation of Safe Zones, especially around Homestead Avenue. He noted that those areas need to be as beautiful as other areas like Wynwood, so kids and people can walk down the street without worrying and knowing the neighborhood is officer friendly who know the people in the community.

Lt. Ferguson stated that he has conversed with Ms. Patterson regarding some of the areas in West Perrine and the Sheriff's Office is planning to deploy some officers to those areas.

Action Items

1. RESOLUTION OF THE CHAIR AND BOARD MEMBERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FISCAL YEAR 2025-2026 BUDGET

Chairman Gillard stated that the budget was mailed to the Board on Wednesday for their review.

Ms. Thompkins moved to approve the resolution. The motion was seconded by Ms. Richardson-Commer. Motion passed unanimously.

2. RESOLUTION OF THE CHAIR AND BOARD MEMBERS APPROVING THE REMOVAL OF THE AMENDED EXPANSION AREA AND MAINTAINING THE ORIGINAL FINDING OF NECESSITY EXPANDING THE WEST PERRINE COMMUNITY REDEVELOPMENT AREA AS FOLLOWS: COMMENCING AT THE INTERSECTION OF SW 114TH AVENUE AND SW 197TH STREET, THE CRA BOUNDARIES EXTEND NORTH TO SW 192ND STREET, THEN EAST TO SW 112TH AVENUE, THEN NORTH TO SW 187TH STREET, THEN WEST TO SW 113TH AVENUE, THEN NORTH TO SW 184TH STREET, THEN EAST TO FLORIDA TURNPIKE, THEN SOUTH TO SW 196TH STREET, THEN WEST TO SW 10TH COURT, THEN SOUTH TO SW 197TH STREET, THEN WEST TO COMMENCING INTERSECTION; AND PROVIDING AN EFFECTIVE DATE.

Chairman Gillard explained that the resolution relates to the area in Cutler Bay that the CRA was previously voted to get included within the West Perrine CRA expanded boundaries. He stated that Cutler Bay decided not to allow them to expand that area into the CRA, looking at building the area for themselves. He explained that the area needs to be removed from the expanded boundaries and that is what the resolution does.

Chairman Gillard described the original expansion area as follows: commencing at the intersection of SW 114th Avenue and SW 197th Street, the CRA boundaries extend North to SW 192nd Street, then East to SW 112th Avenue, then North to SW 187th Street, then West to SW 113th Avenue, then North to SW 184th Street, then East to Florida Turnpike, then South to SW 196th Street, then West to SW 10th Court, then South to SW 197th Street, then West to commencing intersection.

Ms. Thompkins moved to approve the resolution. The motion was seconded by Mr. Carpenter. Motion passed unanimously

Discussion Items

Chairman Gilliard stated that there were no discussion updates. He stated that staff is still processing grants and that nothing is stalemate while the budget is being processed. He noted that for next fiscal year there will be a timeline to submit a residential grant.

Next Meeting Date & Adjournment

Chairman Gilliard stated the next meeting would be on Wednesday, November 19, 2025. The meeting was adjourned at 6:53 P.M.

RESOLUTION NO. CRA-19-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE FIRST AMENDMENT TO AGREEMENT BETWEEN THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY AND BLUM CONSULTING LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE FIRST AMENDMENT TO AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE TERMS AND CONDITIONS OF THE FIRST AMENDMENT TO AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Perrine Community Redevelopment Agency (“WPCRA”) and Blum Consulting LLC entered into that certain Agreement dated December 20, 2024 (the “Agreement”) with respect to the provision of certain professional services generally consisting of website and social media management; and

WHEREAS, the Board of Commissioners of the WPCRA desires to amend the Agreement to extend the term pursuant to that certain First Amendment to Agreement in substantially the form attached hereto as Exhibit “A” which includes continuing the compensation at Thirty Thousand and 00/100 Dollars (\$30,000.00) per year and extending the term to September 30, 2026.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE WEST PERRINE 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 Agreement. The First Amendment to Agreement with Blum Consulting LLC attached hereto as Exhibit “A” which includes continuing the compensation at Thirty Thousand and 00/100 Dollars (\$30,000.00) per year and extending the term to September 30, 2026 is hereby approved.

Section 3. Execution of First Amendment to Agreement. The Executive Director is hereby authorized to execute the First Amendment to Agreement with Blum Consulting LLC.

Section 4. Implementation of First Amendment to Agreement. The Executive Director is hereby authorized to take all steps necessary and appropriate to implement the terms and conditions of the First Amendment to Agreement with Blum Consulting LLC.

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

PASSED and ADOPTED this 17th day of December, 2025.

Leviticus L. Gilliard
Chair

ATTEST:

Veronica Thompkins
WPCRA Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
WPCRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Leviticus L. Gilliard	_____ (Yes) _____ (No)
Vice Chair Tyreke Spann	_____ (Yes) _____ (No)
Board Member Willie L. Carpenter	_____ (Yes) _____ (No)
Board Member Lieutenant Kevin Richardson	_____ (Yes) _____ (No)
Board Member Rhonda Richardson-Comer	_____ (Yes) _____ (No)
Board Member Veronica Thompkins	_____ (Yes) _____ (No)

FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (the “First Amendment”) is made and entered into as of December 17, 2025, by and between the **WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (“Agency”) having an address at c/o Miami-Dade County, Office of Management and Budget, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128, and **BLUM CONSULTING, LLC**, a Texas limited liability company (the “Contractor”) having an address at 20218 Bandera Lake Lane, Richmond, Texas 77407.

RECITALS

1. The Agency and the Contractor entered into that certain Professional Services Agreement dated December 20, 2024 (the “Agreement”) with respect to the provision of certain professional services generally consisting of website and social media management as set forth in the Scope of Services.

2. The Agency and the Contractor desire to amend the Agreement as set forth in this First Amendment.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **Recitals; Defined Terms.** The Recitals set forth above are true and correct and are incorporated in this First Amendment by reference. Any defined terms not defined in this First Amendment shall have the meanings ascribed to them in the Agreement.

2. **Ratification; Conflicts.** Except as expressly modified herein by this First Amendment, the provisions of the Agreement remain unmodified and in full force and effect and are hereby ratified by the parties. In the event of any conflict between the terms and provisions of this First Amendment and the terms and provisions of the Agreement, the terms and provisions of this First Amendment shall control.

3. **Effective Term.** The Effective Term of the Agreement is hereby retroactively extended from October 1, 2025, to September 30, 2026. The Total Amount of the Funds shall remain at Thirty Thousand Dollars (\$30,000.00) for the extended Effective Term.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONTRACTOR:

BLUM CONSUTLING, LLC,
a Texas limited liability company

Signed by:
By: Rochelle Lewis
18CFF1A39779492...
Dr. Rochelle Lewis
President

Dated: 11/21/2025, 2025

AGENCY:

**WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY,**
a public body corporate and politic

Signed by:
By: Krystal Patterson
B3020FEC1B3047A...
Krystal Patterson
Executive Director

Attest:

Signed by:
By: Leviticus Gilliard
B81CB1AD78F34BF...
Name: Leviticus Gilliard

Approved as to form and legal sufficiency:

Signed by:
By: Steven Belkowitz
DC100B2A92DA4B0...
Taylor Duma LLP
WPCRA Attorney

Dated: 11/21/2025, 2025

RESOLUTION NO. CRA-25-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, APPROVING A RESIDENTIAL REHABILITATION PROGRAM GRANT IN AN AMOUNT NOT TO EXCEED \$35,00.00 TO RODNEY SANDERS FOR CERTAIN IMPROVEMENTS TO THE PROPERTY LOCATED AT 18212 S.W. 102ND PLACE, MIAMI, FLORIDA 33157; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE GRANT AGREEMENT WITH RODNEY SANDERS; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the mission of the West Perrine Community Redevelopment Agency (“WPCRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

WHEREAS, pursuant to that certain Residential Rehabilitation Program Approval Letter dated October 24, 2025, the WPCRA awarded Thirty-Five Thousand Dollars (\$35,000) consisting of Ten Thousand Dollars (\$10,000) for Paint Up and Beautification and Twenty-Five Thousand Dollars (\$25,000) for Residential Rehabilitation; and

WHEREAS, the Board of Commissioners of the WPCRA desires to approve the Grant Agreement with Rodney Sanders for a Residential Rehabilitation Program Grant in an amount not to exceed Thirty-Five Thousand Dollars (\$35,00.00) to for certain improvements to the property located at 18212 S.W. 102nd Place, Miami, Florida 33157 in the form attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE WEST PERRINE 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 Grant Agreement. The Grant Agreement with Rodney Sanders for a Residential Rehabilitation Program Grant in an amount not to exceed Thirty Five Thousand Dollars (\$35,000) to for certain improvements to the property located at 18212 S.W. 102nd Place, Miami, Florida 33157 in the form attached hereto as Exhibit “A” is hereby approved.

Section 3. Execution of Grant Agreement. The Executive Director is hereby authorized to execute the Grant Agreement with Rodney Sanders for a Residential Rehabilitation Program Grant.

Section 4. Implementation of Agreement. The Executive Director is hereby authorized to take all action necessary to implement the terms of the Grant Agreement with Rodney Sanders for a Residential Rehabilitation Program Grant.

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

PASSED and ADOPTED this 17th day of December, 2025.

Leviticus L. Gilliard
Chair

ATTEST:

Veronica Thompkins
WPCRA Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
WPCRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Leviticus L. Gilliard	_____ (Yes)	_____ (No)
Vice Chair Tyreke Spann	_____ (Yes)	_____ (No)
Board Member Willie L. Carpenter	_____ (Yes)	_____ (No)
Board Member Lieutenant Kevin Richardson	_____ (Yes)	_____ (No)
Board Member Rhonda Richardson-Comer	_____ (Yes)	_____ (No)
Board Member Veronica Thompkins	_____ (Yes)	_____ (No)

**GRANT AGREEMENT
BETWEEN WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY AND
RODNEY SANDERS**

THIS GRANT AGREEMENT (Agreement) is entered into as of December 3, 2025 (“Effective Date”), between the WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (the “Agency”), whose address is 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, and RODNEY SANDERS, a natural person (the “Grantee”), whose address is 18212 S.W. 102nd Place, Miami, Florida 33157.

RECITALS

WHEREAS, Grantee is the owner of certain land located at 18212 S.W. 102nd Place, Miami, Florida 33157, and which is more fully described in Exhibit “A” attached hereto and incorporated herein by reference (the “Premises”), which Grantee intends to utilize in order to hire a Contractor, as defined herein, that will rehabilitate and paint the Premises as set forth in the Approval Letter (the “Project” or “Services”); and

WHEREAS, the Premises is located within the West Perrine Community Redevelopment Area; and

WHEREAS, the Agency has determined that the Project is consistent with the Agency’s Community Redevelopment Plan and desires to provide funding to assist Grantee to complete the Project; and

WHEREAS, pursuant to that certain Residential Rehabilitation Program Approval Letter dated October 24, 2025 (the “Approval Letter”), the Agency awarded Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) consisting of Ten Thousand and 00/100 Dollars (\$10,000.00) for Paint Up and Beautification and Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) for Residential Rehabilitation (collectively, the “Grant” or “Grant Funds”) to the Grantee in order to complete the Project; and

WHEREAS, the Agency has approved the Grant as described in the Approval Letter dated October 24, 2025, which is attached hereto as Exhibit “B” and incorporated herein by reference.

NOW, THEREFORE, for mutual consideration, the parties hereby agree as follows:

1. TERM OF THE AGREEMENT

The term of the Agreement shall be for a period not to exceed three (3) years commencing on the date this Agreement is executed by the Agency’s Executive Director or designee, and it shall expire at the end of the Maintenance Period, as defined herein, unless such expiration date is extended at the sole discretion of the Agency’s board of commissioners, or unless the Agreement is terminated earlier.

2. SCOPE OF SERVICES AND DISBURSEMENTS

- A. The Agency shall fund the Project in an amount not to exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) (“Funds”) with Ten Thousand and 00/100 Dollars (\$10,000.00) allocated for Paint Up and Beautification and Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) allocated for Residential Rehabilitation as set forth in the Approval Letter. Subject to the terms and conditions contained in this Agreement, the Agency shall make Funds available to Grantee in an amount not to exceed Thirty-Five Thousand and 00/100 Dollars (\$35,000.00) based on the Disbursement Schedule listed on the attached Exhibit “C”. Disbursements will be made only after Grantee has submitted to the Agency and the CRA has received and approved in writing a Disbursement Request, as defined below. It is understood and agreed that the Disbursement Request will only be for costs outlined in the Approval Letter and Project Budget. All Disbursement Requests shall contain a proper invoice and shall (a) contain sufficient supporting documentation and details to illustrate that the expenditures made with the funds received pursuant to the immediately preceding Reimbursement Reconciliation Request are allowable expenditures of the Funds pursuant to this Agreement, (b) be subject to verification by the Agency as allowable expenditures of the Funds pursuant to this Agreement, and (c) include a Budget to Actual Expenditure Report, along with receipts and/or invoices supporting all expenditures and sufficient proof of payments (collectively, “Disbursement Request”). The Agency reserves the right to reasonably request any additional supporting documentation needed to process a Disbursement Request or as may be reasonably required to allow proper auditing of the Grantee’s expenditures, should the Agency require an audit to be performed. The Agency will be responsible for the cost of such audit.

The Agency, its agents, representatives, employees, contractors, sub-contractors, and consultants shall have access rights to enter upon the Property to inspect the Project, in order to conduct its monitoring and evaluation activities, and Grantee shall cooperate with the Agency in the performance of these activities. Grantee’s failure to comply with these requirements or the receipt or discovery (by monitoring, evaluation, or audit) by the Agency of any inconsistent, incomplete, or inadequate information shall be grounds for the Agency to withhold Funds until such requirements are met, or information is provided. All payments made under this Agreement are subject to audit. Grantee shall at all times submit a valid Reimbursement Request for eligible uses.

Grantee grants to Agency, its agents, representatives, employees, contractors, sub-contractors, and consultants, temporary access rights to enter upon, subject to the conditions and limitations hereinafter contained and solely during the Term, solely for the limited purposes of confirming that the Project has been completed, the Maintenance Period is being complied with, and Agency-funded improvements are being maintained in conformance herewith.

The term of this Agreement shall commence on the Effective Date and shall terminate one (1) year thereafter, unless sooner terminated by either party as set forth herein (the “Funding Termination Date”). In addition to any other rights and remedies of the Agency set forth in this Agreement, any portion of the Grant for which a reimbursement request has not been submitted by Grantee to the Agency by the Funding Termination Date shall be forfeited and Grantee hereby waives any rights to such forfeited portion of the Grant. Notwithstanding

the foregoing, this Agreement shall remain in full force and effect following the Funding Termination Date for such time periods as necessary to give the terms and provisions of this Agreement their full force and effect.

Following a site inspection by the Agency confirming that the Project has been successfully completed (“Inspection Date”), the Premises must be owned and maintained, as further described in Section 14 hereof, by the Grantee for two (2) additional years from the Inspection Date (“Maintenance Period”).

3. ADMINISTRATIVE CONDITIONS AND PROJECT BUDGET

- A. Grantee agrees to the terms and conditions specified by this Agreement.
- B. Grantee agrees to comply with the budget detailed in the written estimate from Construction Business Operations, Inc. and dated October 24th, 2025 which is incorporated herein by reference.

4. AGENCY BUDGET

Grant Funds are to be used solely for the purposes set forth in Section 2 of this Agreement. The Agency shall fund its share of the cost through disbursements as described herein. All invoices shall be approved by the Grantee and the Grantee’s architect or the Contractor completing the Project prior to submittal, by the Grantee, to the Agency for Agency’s review. Documentation detailing the source and extent of the cost shall be provided by Grantee with each invoice. This shall typically be in the form of third-party construction or vendor invoices.

The funding of this Agreement is subject to approval of the FY 2025-2026 budget by the Agency and the Miami-Dade County Board of County Commissioners (the “Board”). In the event Grantee incurs expenses prior to approval of the Agency’s budget, Grantee acknowledges and accepts that the Agency shall have no obligation under this Agreement to reimburse Grantee for such expenses until such time as the Agency’s budget is approved. In the event the Agency’s budget is not approved, this Agreement shall be terminated in accordance with Section 6 of this Agreement and the Agency shall have no further obligations to provide grant funding to Grantee.

5. ASSIGNMENT

The Grant Funds have been awarded to Grantee on the condition that the Grantee maintains its ownership interest and continues to maintain the improved condition of the Premises as described herein. If the Grantee transfers its current ownership interest of the Premises or fails to maintain the improved condition of the Premises before the expiration of the Maintenance Period, the total amount awarded under this Agreement may be due and payable to the Agency at its sole and absolute discretion.

This Agreement shall not be assigned in whole or in part by the Grantee without the prior written consent of the Agency, which consent may be withheld with the Agency’s sole and absolute discretion. If assigned, the assignment shall be enforced against assignees and successors in interest.

6. TERMINATION

- A. This Agreement may also be terminated by the Agency for convenience or if the Grant Funds are not available for the reasons stated in Section 4 of this Agreement, upon sixty (60) days written notice by the terminating party to the other party of such termination in which event, Grantee shall be paid for eligible expenses incurred prior to termination date.
- B. The Agency may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
- C. The Agency may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- D. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Agency through fraud, misrepresentation or material misstatement may be debarred from Agency contracting for up to five (5) years.
- E. In addition to cancellation or termination as otherwise provided in this Agreement, the Agency may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Grantee.
- F. In the event that the Agency exercises its right to terminate this Agreement, the Grantee shall not be entitled to any additional Grant Funds under this Agreement and may be required to reimburse the Agency for any expended grant funds.

7. EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Grantee. 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 Grantee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Grantee's creditors, or the Grantee has taken advantage of any insolvency statute or debtor/creditor law or if the Grantee's affairs have been put in the hands of a receiver;
 - (ii) the Grantee has failed to obtain the approval of the Agency where required by this Agreement;
 - (iii) the Grantee has failed to provide "adequate assurances" as required under subsection B below;
 - (iv) the Grantee has failed in the representation of any warranties stated herein.
 - (v) the Grantee has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this Agreement.
 - (vi) Grantee has refused or failed to allow the Project to commence within 60 days of the Effective Date.
 - (vii) Grantee refuses or fails to allow reasonable access to the Premises to complete

the Project after it commences.

- (viii) Grantee does not submit any documents required by this Agreement to Agency in a timely manner.
- (ix) Any insurance requirements imposed by this Agreement or by the Agency are not maintained throughout the term of this Agreement.
- (x) The Premises, or any portion thereof, is sold during the term of this Agreement, including the Maintenance Period.
- (xi) Grantee fails to comply with Section 24 hereof.
- (xii) Grantee fails to comply with any timeframes set forth in this Agreement, as determined by Agency in its sole and absolute discretion.

B. When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Grantee's ability to perform under this Agreement or any portion thereof, the Agency may request that the Grantee, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Grantee's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Grantee for portions of the Services which the Grantee has not performed. In the event that the Grantee fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:

- i. treat such failure as a repudiation of this Agreement; and
- ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

C. In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

8. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the Agency, the Agency may so notify the Grantee ("Default Notice"), specifying the basis for such default, and advising the Grantee that such default must be cured immediately or this Agreement with the Agency may be terminated. Notwithstanding, the Agency may, in its sole discretion, allow the Grantee to rectify the default to the Agency's reasonable satisfaction within a thirty (30) day period.

The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency's rights hereunder, so long as the Grantee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Agency prescribes. The default notice shall specify the date the Grantee shall discontinue the Services upon the Termination Date.

9. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Grantee shall be liable for all direct damages resulting from the default, including but not limited to:

- A. lost revenues to the extent the Grantee 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
- C. such other direct damages.

The Grantee shall also remain liable for any liabilities and claims related to the Grantee's default. The Agency may also bring any suit or proceeding for specific performance or for an injunction.

10. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. The parties expressly waive any right to trial by jury in any litigation between the Agency and Grantee which arises out of or relates to this Agreement. Venue for any such litigation shall be in Miami-Dade County, Florida.

11. INDEMNIFICATION AND INSURANCE

- A. Grantee shall indemnify, defend, and hold harmless the Agency and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Agency or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners principals, or subcontractors. Additionally, Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Agency or its officers, employees, agents, and instrumentalities as herein provided. This provision shall survive the expiration or termination of this Agreement.
- B. The Grantee shall submit to the Agency, c/o Office of Management and Budget, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - (i) Homeowner's insurance, windstorm insurance, and flood insurance must be maintained on the Premises during the term of this Agreement.
 - (ii) Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligations under this Section or under any other section of this Agreement.

- (iii) The Agency reserves the right to inspect the Grantee's original insurance policies at any time during the term of this Agreement.
- (iv) **Failure to Provide and Maintain Certificates of Insurance.** The Grantee shall be responsible for assuring that the insurance certificates and proof of medical malpractice coverage, where applicable, that are required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates and proof of medical malpractice coverage, where applicable, are scheduled to expire or have been canceled during the effective term, the Grantee shall be responsible for submitting new or renewed insurance certificates and proof of medical malpractice coverage, where applicable, to the Agency prior to expiration.
- (v) In the event that expired or canceled certificates and proof of medical malpractice coverage, where applicable, are not replaced with new or renewed certificates which cover the effective term, the Agency may suspend the Agreement or withhold disbursement until such time as the new or renewed certificates are received by the Agency in the manner prescribed herein, and are approved by the Miami-Dade County's Internal Services Department, Risk Management Division on behalf of the Agency; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Agency may, at its sole discretion, seek appropriate remedies including, but not limited to, repayment to the Agency or termination of this Agreement.

12. ENTIRE AGREEMENT

This Agreement constitutes the sole and only agreement of the parties hereto, and correctly sets forth the rights, duties and obligations of the parties. There are no collateral or oral agreements or understandings between the Agency and Grantee relating to this Agreement. Any promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner without the written consent of both the Agency and Grantee.

13. ACCESS AND AUDITS

Grantee shall maintain and shall retain for a period of at least three (3) years after the completion of the performance of all work or services, adequate books, records, and documents to justify all fees, charges, expenses, and costs incurred concerning products, services, or work performed for the Agency pursuant to this Agreement. The Agency shall have access to all books, records, and documents required by this section for the purpose of inspection or auditing upon reasonable written notice during normal business hours at the office of the Grantee or at such a location mutually agreed upon by the Agency and Grantee.

14. REMEDIES FOR NON-COMPLIANCE OR DEFAULT

- A. Grantee shall maintain any Agency-funded improvements completed as part of this Agreement during the Maintenance Period, and following the final inspection by the

Agency. The improvements will remain serviceable and shall retain their character based the Contractor's scope of work described in Section 25 hereof.

- B. Grantee's failure to maintain the improvements in a manner acceptable to the Agency may be considered a material breach of the terms of the Agreement if Grantee:
- i. fails to repair damaged improvements within one-hundred and eighty (180) days of notice;
 - ii. fails to undertake reasonable maintenance, such that the improvements have become deteriorated in appearance; and/or
 - iii. substantially changes the improvements, such that they no longer resemble the approved Project.
- C. If Grantee fails to perform any of his obligations or materially breaches the terms of this Agreement, the Agency may impose fines and penalties, withhold eligibility for further benefits, recover payments made to Grantee, and/or take such other remedies that may be legally permitted.

15. NOTICES

All notices and communications to the Agency and Grantee shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

To Agency: West Perrine Community Redevelopment Agency
c/o Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao, Assistant Director

With a copy (which shall not constitute notice) to:

Taylor Duma LLP
2 S. Biscayne Boulevard, Suite 2500
Miami, Florida 33131
Attn: Steven W. Zelkowitz, Esq.
Telephone No. (305) 301-5533
Facsimile No. (770) 434-7376
Email: szelkowitz@taylorduma.com

With copy to: H.E.R.S. Consulting, LLC
9900 W. Sample Rd. Suite 300
Coral Springs, Florida 33065
Attention: Krystal Patterson, Executive Director

To Grantee: Rodney Sanders
18212 S.W. 102 Place,

Miami, Florida 33157

16. PUBLIC RECORDS

- A. Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of “Grantee” as defined in Section 119.0701(1)(a), the Grantee shall:
- (i) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the service;
 - (ii) Upon request from the Agency’s custodian of public records identified herein, provide the Agency with a copy of the requested records or allow the public with access to the 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 the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
 - (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion of the services under this Agreement if the Grantee does not transfer the records to the Agency; and
 - (iv) meet all requirements for retaining public records and transfer to the Agency, at no Agency cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee upon termination of this Agreement. Upon termination of this Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
- B. For purposes of this Section, the term “public records” shall mean all documents, papers, letters, maps, books, e-mails, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.
- C. Grantee’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.
- D. In the event the Grantee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the Agency may, at the Agency’s sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

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

**Miami-Dade County
Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao
Email: Vivian.Cao@miamidade.gov**

E. The terms set forth in this section 16 shall survive the termination of this Agreement.

17. OFFICE OF THE INSPECTOR GENERAL/INDEPENDENT PRIVATE INSPECTOR GENERAL

A. **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Agency deems it appropriate to do so. Upon written notice from the Agency, the Grantee 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 Grantee'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 herein, apply to the Grantee, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Agency to conduct an audit or investigate the operations, activities and performance of the Grantee in connection with this Agreement. The terms of this Section 17 shall not impose any liability on the Agency by the Grantee) or any third party.

B. **Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Agency contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent 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 Grantee. The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent 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 Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in

Miami-Dade County Administrative Order 3-2; (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 (1/4) of one percent 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 Agency 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 Agency and Grantee 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 independent private sector inspectors general (IPSIG) 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 Grantee, its officers, agents and employees, lobbyists, Agency staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

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

18. **REPRESENTATIONS AND WARRANTIES**

The Grantee represents and warrants to the Agency as follows:

- A. **Organization.** The Grantee is an individual and has the power to carry out its business as it is now being conducted and to own, hold, or operate its properties, if applicable, and assets. The Grantee is aware of and is in compliance with all material applicable local, State and Federal laws.
- B. **Legal Authority.** The execution and delivery of this Agreement has been duly authorized by the Grantee himself. The execution of this Agreement and the performance

of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under any other agreement, instrument, judgment, obligation, order, or decree of the Grantee.

- C. **Solicitation of this Agreement.** The Grantee has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the Grantee paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

19. CONFLICT OF INTEREST AND NEPOTISM

- A. No person under the employ of the Agency, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement. Further, no officer, director, employee, agent, or other consultant of 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. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by Grantee shall be employed by the Grantee unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the Grantee if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:
- (i) By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
 - (ii) By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
 - (iii) Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.
 - (iv) 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.

- (v) In the event Grantee 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, Grantee shall promptly bring such information to the attention of the Agency's Program Director. Grantee shall thereafter cooperate with the Agency's review and investigation of such information and comply with the instructions Grantee receives from the Agency's Program Director in regard to remedying the situation.
 - (vi) For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.
 - (vii) An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.
 - (viii) This section applies to both full-time and part-time employees and voting members of the Grantee's Board of Directors or Trustees.
- (C) No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the Grantee, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Grantee, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Grantee's employee(s) or service program.
- (D) Grantee and Agency staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.

20. E-VERIFY REQUIREMENTS.

By entering into this Agreement, the Grantee is jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Grantee 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 Grantee; (b) it has required all Subcontractors related to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to related to this Agreement 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 Grantee has knowingly violated Section 448.09(1), Florida Statutes, then the Agency shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Grantee agrees and acknowledges that it may not be awarded a public contract and/or grant agreement for at least one (1) year from the date of such termination and that the Grantee shall be liable for any additional costs incurred by the Agency because of such termination.

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

21. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

By entering into this Agreement, the Grantee affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Grantee further affirm 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 Grantee 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 Grantee; or c) the Grantee 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 Grantee shall be in the form attached to this Lease as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as Exhibit D and incorporated herein by reference. For purposes of this Agreement the term "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.

22. HUMAN TRAFFICKING.

By entering into, amending, or renewing this Agreement, as applicable, the Grantee 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. All definitions and requirements from Section 787.06, Florida Statutes, apply to this Agreement.

This compliance includes the Grantee providing an affidavit that it does not use coercion for labor or services. This attestation by the Grantee shall be in the form attached to this Agreement as Exhibit E, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit"), and must be executed by the Grantee and provided to the County when entering, amending, or renewing this Agreement.

This Agreement shall be void if the Grantee submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or Grantee violates Section 787.06, Florida Statutes, as amended, during the term of this agreement, even if the Grantee was not in violation at the time it submitted its Affidavit.

23. MISCELLANEOUS.

- A. The Executive Director or designee shall act for the Agency in approving any amendments or addenda to this Agreement and in extending or terminating this Agreement.
- B. This Agreement shall be governed by the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.
- C. This Agreement shall not be amended except by written instrument signed by all parties hereto.
- D. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- E. The Agency's Executive Director shall serve as the Agency's contact person under this Agreement unless otherwise directed by the Agency.
- F. If there arises any conflicts of interpretation or conflicts between the Agreement and any attachments or any other documents, the Agreement governs.
- G. All of the above recitals are true and correct in all respects and are incorporated by reference herein as though set forth in full herein.
- H. This Agreement includes the following exhibits, where are attached hereto and are incorporated herein by reference:

- Exhibit A: *Legal Description*
- Exhibit B: *Approval Letter*
- Exhibit C: *Disbursement Schedule*
- Exhibit D: *Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit*
- Exhibit E: *Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit*

24. SIGNAGE.

Grantee agrees to allow Agency to enter upon the Premises, at reasonable hours of the day during the term of this Agreement, in order to install signage of the Agency's choosing on the Premises, in a location selected by the Agency, which signage shall remain installed on the Premises during the term of this Agreement plus fifteen (15) days post construction.

25. WARRANTIES OF GRANTEE

- A. Grantee hereby warrants and represents that at all times during the term of this Agreement that Grantee, and any contractor, corporation, or natural person (collectively, "Contractor") hired by Grantee to complete the Project, shall maintain in good standing all required insurance, licenses, certifications, and permits required by the Agency and required under federal, state, and local laws necessary to perform the Scope of Services. Contractor must show proof of general contractor licensure, state and local licensure, insurance and must be registered as an approved vendor with Miami Dade County. Grantee must submit Contractor's itemized and detailed scope of work with cost estimates to Agency, for its review, at least 14 days prior to the commencement of the Project. The Agency reserves the right to deny or approve any submitted cost estimates or any portion of the Contractor's scope of work.
- B. Grantee represents and warrants that Grantee is seized in fee simple title to the Premises, free and clear and unencumbered. Grantee further represents and warrants that it has good right, full power and lawful authority to enter into this Agreement.
- C. No waiver of performance by the Agency shall be deemed a breach of contract.

The Agency shall not be liable to any contractor, subcontractor, or vendor, nor shall any contractor, subcontractor, or vendor have any rights under this Agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF the Agency and Grantee have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

GRANTEE:

WPCRA:

WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY,
a public body corporate and politic

Signed by:
Rodney Sanders
F4C95D1D8AF44E7...

RODNEY SANDERS

Signed by:
Krystal Patterson
By: B3026FEC1B3647A...

Krystal Patterson
Executive Director

Attest:

Signed by:
Leviticus Gilliard
By: B91CB1A078F348F...

Name: Leviticus Gilliard

Approved as to form and legal sufficiency:

Signed by:
Steven Belkowitz
By: DC108D2A92DA4B8...

Taylor Duma LLP
WPCRA Attorney

EXHIBIT A

Legal Description of the Premises

Lot 2 and 3, of Block 5 of MIDWAY, a subdivision in Miami-Dade County, Florida, according to the Plat thereof, as recorded in Plat Book 6 at Page 109 of the Public Records of Miami-Dade County, Florida.

EXHIBIT B

Approval Letter



October 24, 2025

Catherine Sanders

18212 SW 102 Place

Miami, FL 33157

Dear **Catherine Sanders**,

RESIDENTIAL REHABILITATION PROGRAM APPROVAL LETTER

After a thorough review of your residential rehabilitation application, we are pleased to inform you that our staff recommends approval of your application by the board. The below scope of work and vendor you selected for the project has been selected based on the lowest bid:

Description of Work	Amount (\$)
Work Item 1: Permits	\$ 1,022.98
Work Item 2: Plumbing	\$ 1,100.00
Work Item 3: Insulation	\$ 2,108.31
Work Item 4: Electrical	\$ 2,850.00
Work Item 5: Ceiling & Drywall	\$ 3,918.71
Work Item 6: Paint & Shutters	\$ 10,000.00
Work Item 7: Reroof	\$ 14,000.00

CONTRACTOR: Construction Business Operations, Inc.

Based on the scope of work requested, your application qualifies for the following grant allocations:

- Paint Up and Beautification: **\$10,000**
- Residential Rehabilitation (Owner Occupied): **\$25,000**

The TOTAL AWARD amount for your project is **\$35,000.00**



Your Next Steps:

To proceed, please provide proof of the following for **Construction Business Operations, Inc.** :

- Corporate license (State of Florida, Division of Corporations)
- Contractor license (State of Florida, Department of Business and Professional Regulations)
- A project schedule broken into three segments clarifying the order in which the scope of work will be completed, and which items require permits as per Miami Dade County.
- Invoice from the contractor matching the work identified in the first segment.
- CRA sign placed in your front yard visible to traffic.

Once these documents are received, we will begin preparing your award agreement and first disbursement. Additionally, please note these funds will not cover any work performed BEFORE the first disbursement is awarded.

We are excited about the improvements this project will bring to your property and to the West Perrine community. The Community Redevelopment Agency is delighted to partner with you in enhancing the neighborhood, and we look forward to working together toward a successful project.

Should you have any questions or need further assistance, please do not hesitate to reach out.

Warm regards,

Signed by:
Krystal Patterson
Signature: _____
B3026FEC1B3647A...

Krystal Patterson, MPA, FRA-RA
Executive Director
West Perrine Community Redevelopment Agency
www.westperrinecra.com

Signed by:
Leviticus Gilliard
Signature: _____
B81CB1AD78F34BF...

Leviticus Gilliard
Chairman of the Board
West Perrine Community Redevelopment Agency
www.westperrinecra.com

EXHIBIT C

Disbursement Schedule



RODNEY SANDERS

18212 SW 102 Place

Miami, FL 33157

DISBURSEMENT AGREEMENT NOTICE

Congratulations on your approval for funding through the West Perrine Community Redevelopment Agency. In order to help you successfully complete your project and receive your full award, please carefully review and agree to the following disbursement requirements:

1. Disbursement Process

- Funds will be paid out in multiple stages (“draws”) as your project moves forward.
- You must submit the below required documents for each draw before any funds can be released.

2. What You Must Provide for Each Draw

For each disbursement request, you must submit:

- Invoices from the **approved vendor** showing work done or materials purchased
- Permits (if required)
- Photos showing the work that has been completed
- Copy of cancelled check showing that you have paid the **approved vendor**.
- Any additional information requested by the CRA to verify the work.

PAYMENT MUST BE MADE TO THE APPROVED VENDOR BY CHECK, MONEY ORDER OR ACH PAYMENT. FAILURE TO DO SO MAY BE CONSIDERED BREACH OF AGREEMENT.

3. NO CASH Payments Allowed

- Payments made in cash are ****not allowed**** and thus may result in default of your agreement.
- You must pay your vendors using methods that can be verified, such as:
- Personal or cashier's checks, money order
- Bank transfers (ACH or wire)

4. Use Approved Vendors Only

- You can only use vendors that have been approved in advance by the CRA and listed on your Approval letter.
- Paying unapproved vendors will result in the expense being denied.

5. Stay Current to Keep Receiving Funds

- No new disbursements will be made until all required paperwork for previous draws is submitted and approved. Applicant must submit dollar for dollar accounting.

By signing below, you confirm that you understand and agree to follow these requirements to receive your funding.

Applicant Name:
Rodney Sanders

Applicant Signature:


Date: 12/10/2025



DISBURSEMENT SCHEDULE

The grant, in the amount of **\$35,000**, shall be disbursed in three payments upon meeting specific conditions:

1st Disbursement: \$17,500

- Issued upon execution of the program agreement and submission of:
 - Approved Contractor work schedule broken into three phases
 - Statement from Approved Contractor confirming which items require permits confirmed by MDC
 - Invoice(s) for phase 1 of the project from approved contractor in the amount listed above.
- Funds may be used to cover initial material costs, permits, contractor deposits, and related project startup expenses.

2nd Disbursement: \$10,500

- Issued upon submission and approval of **verifiable payment** (check, money order or ach) made to approved vendor dollar for dollar.
- Submission of invoice from approved vendor for phase 2 of the project in accordance with the previously submitted work schedule.
- Must include documentation of **project progress** (e.g., photographs, work completion reports).
- Proof of **permits obtained** (if applicable) must be provided before release.
- Invoice(s) for phase 2 of the project from approved contractor in the amount listed above.

3rd Disbursement: \$7,000

- Issued upon submission of third invoice from approved vendor for phase 3 of the work schedule.
- Must submit **final invoices, proof of verifiable payment to contractors, and all required permits and inspections** confirming project completion.
- Final inspection by WPCRA representatives may be required before disbursement.

PLEASE NOTE: 10% of the award may be retained until Certificate of Occupancy or proof of finalized permits successfully attained by Miami Dade County if applicable.

By signing below, the grantee acknowledges understanding and agreement to the terms of this disbursement schedule.

Sign: Signed by:
Rodney Sanders
F1C9901D8A9F7A9F...

Date: 12/10/2025

EXHIBIT D

***CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED
AFFIDAVIT***



CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN PROHIBITED AFFIDAVIT

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

Rodney Sanders		_____ does not meet any of the criteria set forth in Paragraphs 2
(a) – (c)		
Bidder's/Proposer's Legal Company Name		
of Section 287.138, F.S.		
Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.		
Title of Bidder's/Proposer's Authorized	President	_____
Signature of Bidder's/Proposer's Authorized Representative:	<small>Signed by:</small> <i>Rodney Sanders</i>	_____
Date:	<u>12/10/2025</u>	

EXHIBIT E

***KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES
AFFIDAVIT***



KIDNAPPING, CUSTODY OFFENSES, HUMAN TRAFFICKING AND RELATED OFFENSES AFFIDAVIT

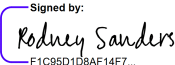
The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes (“F.S.”), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

Rodney Sanders does not use coercion for labor or services as defined in Section [787.06, F.S.](#)
Contractor’s Legal Company Name

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

Print Name of Contractor’s Authorized Construction Business Operations

Representative: Title of Contractor’s Authorized President

Representative: Signature of Contractor’s 
Signed by:
Rodney Sanders
F1C95D1D8AF14F7...

RESOLUTION NO. CRA-20-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, APPROVING AN AGREEMENT BETWEEN THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY AND THE AMCO SERVICES GROUP, INC. FOR THE 2025 HOLIDAY INSTALLATION FOR WILBUR B. PARK WEST PERRINE IN AN AMOUNT NOT TO EXCEED \$8,269.23; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL STEPS NECESSARY AND APPROPRIATE TO IMPLEMENT THE TERMS AND CONDITIONS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the West Perrine Community Redevelopment Agency (“WPCRA”) is pursuing the services of a consultant to provide services for the 2025 Holiday Installation for Wilbur B. Park - West Perrine; and

WHEREAS, Miami-Dade County Implementation Order IO 3-38 - Master Procurement Implementing Order (the “Implementing Order”) authorizes the award of small purchases under Twenty-Five Thousand and 00/100 Dollars (\$25,000.00) on a decentralized delegated basis to authorized personnel; and

WHEREAS, the Board of Commissioners of the WPCRA desires to enter into an Agreement with The Amco Services Group, Inc. for the 2025 Holiday Installation for Wilbur B. Park - West Perrine in an amount not to exceed Eight Thousand Two Hundred Sixty-Nine and 23/100 Dollars (\$8,269.23) in substantially the form attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE WEST PERRINE 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 Agreement. The Agreement with The Amco Services Group, Inc. for the 2025 Holiday Installation for Wilbur B. Park - West Perrine in an amount not to exceed Eight Thousand Two Hundred Sixty-Nine and 23/100 Dollars (\$8,269.23) in substantially the form attached hereto as Exhibit “A” is hereby approved.

Section 3. Execution of Agreement. The Executive Director is hereby authorized to execute the Agreement with The Amco Services Group, Inc.

Section 4. Implementation of Agreement. The Executive Director is hereby authorized to take all steps necessary and appropriate to implement the terms and conditions of the Agreement with The Amco Services Group, Inc.

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

PASSED and ADOPTED this 17th day of December, 2025.

Leviticus L. Gilliard
Chair

ATTEST:

Veronica Thompkins
WPCRA Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
WPCRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Leviticus L. Gilliard	_____ (Yes)	_____ (No)
Vice Chair Tyreke Spann	_____ (Yes)	_____ (No)
Board Member Willie L. Carpenter	_____ (Yes)	_____ (No)
Board Member Lieutenant Kevin Richardson	_____ (Yes)	_____ (No)
Board Member Rhonda Richardson-Comer	_____ (Yes)	_____ (No)
Board Member Veronica Thompkins	_____ (Yes)	_____ (No)

CONSULTANT AGREEMENT

THIS CONSULTANT AGREEMENT (the "Agreement") is made and entered into as of December 8, 2025 (the "Effective Date"), by and between the **WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic ("WPCRA") having an address at c/o Miami-Dade County, Office of Management and Budget, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128, and **THE AMCO SERVICES GROUP, INC.**, a Florida corporation, d/b/a Christmas Lights by Amco (the "Consultant") having an address at 10904 S.W. 188th Street, Cutler Bay, Florida 33157.

RECITALS

1. The WPCRA desires to engage the Consultant for provision of certain consultant services, subject to the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties do hereby agree as follows:

1. **General Intent.** The intent of this Agreement is to set forth the rights and obligations of the parties with respect to the provision by Consultant to the WPCRA of certain consultant services for the 2025 Holiday Installation for Wilbur B. Park - West Perrine as set forth in the 2025 Holiday Lighting Proposal (the "Proposal") attached hereto as Exhibit "A". This Section 1 and the Proposal shall mean and be referred to as the "Scope of Work" for purposes of this Agreement. The parties acknowledge and agree that the Proposal contains certain terms and conditions that are incorporated into this Agreement; provided, however, in the event there is any conflict between the terms and conditions of this Agreement and the Proposal, the terms and conditions of this Agreement shall control.

2. Services and Responsibilities

2.1 The Consultant hereby agrees to perform the Scope of Work for the compensation set forth in Section 4. The Consultant shall be solely responsible for the satisfactory and complete execution of the Scope Work. The Scope of Work shall generally be performed at the direction of the Executive Director and completed with time frames as agreed upon by the parties from time to time. The term of this Agreement shall commence on the Effective Date and shall terminate upon the request of the WPCRA. The Scope of Work shall be completed prior to the expiration of the term.

2.2 Consultant hereby represents and warrants to the WPCRA that it possesses (a) the skills necessary to perform the Scope of Work as required by this Agreement and (b) all necessary licenses required by the State of Florida and Miami-Dade County to perform the Scope of Work.

2.3 Consultant shall report to the Executive Director. During the performance of its services, the Consultant shall schedule regular meetings with the Executive Director or designee to discuss the progress of the work.

2.4 Consultant hereby represents to the WPCRA, with full knowledge that WPCRA is relying upon these representations when entering into this Agreement with Consultant, that Consultant has the professional expertise and experience to perform the services to be provided by Consultant pursuant to the terms of this Agreement. Consultant shall maintain during the term of this Agreement all necessary licenses and qualifications required by applicable law.

3. **Relationship of the Parties.** The Consultant shall exercise the degree of care and skill ordinarily exercised by consultants performing the same or similar services in the same locality at the time the services are provided, and exercise the Consultant's skill and judgment in furthering the interests of the WPCRA; to furnish efficient business administration and supervision, and to perform the Scope of Work in an expeditious and economical manner consistent with the WPCRA's interests.

4. Compensation and Method of Payment

4.1 Compensation for the services provided by Consultant to the WPCRA for the shall be a lump sum fee, which fee shall not exceed Eight Thousand Two Hundred Sixty-Nine and 23/100 Dollars (\$8,269.23) (the "Fee"). The Fee represents and contains all amounts due and payable for the services provided by Consultant as set forth in the Scope of Work and, except as may be otherwise set forth in the Scope of Work, includes any out of pocket, travel and third-party costs which may be incurred and/or paid by Consultant. Payment by the WPCRA of the Fee for the Scope of Work performed shall be deemed full compensation to the Consultant for the performance of this Agreement.

4.2 The Fee shall be paid in two (2) installments as follows. Upon the execution of this Agreement, the WPCRA shall pay the Consultant Four Thousand One Hundred Thirty-Four and 62/100 Dollars (\$4,164.62). Upon the completion of the installation of the holiday lighting, the WPCRA shall pay the Consultant the remaining Four Thousand One Hundred Four and 61/100 Dollars (\$4,104.61). With respect to the procedures for payment, the WPCRA and the Contractor agree to comply with and be bound by the provisions of Part VII, Chapter 218, Florida Statutes, entitled the Local Government Prompt Payment Act.

5. Changes in Scope of Work. WPCRA may request changes that would increase, decrease or otherwise modify the Scope of Work to be provided under this Agreement. Such changes must be contained in a written amendment, executed by the parties hereto, with the same formality and with equality and dignity prior to any deviation from the terms of this Agreement including the approval of the WPCRA Board, if applicable.

6. Termination.

6.1 Termination by the Consultant. The Consultant may terminate the Agreement if the WPCRA fails to make a payment as required by the Agreement followed by written notice thereof from Consultant to WPCRA and WPCRA's continued failure to make such payment for fifteen (15) 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 WPCRA 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. Any termination or purported termination by the Consultant for any reason other than WPCRA's nonpayment shall be void thereby entitling the WPCRA to its rights and remedies available at law and in equity.

6.2 Termination by the WPCRA for Cause. The WPCRA may terminate this Agreement if the Consultant:

6.2.1 Persistently or repeatedly refuses or fails to follow WPCRA's 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;

6.2.2 Persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or

6.2.3 Otherwise materially breaches any provision of the Agreement.

When any of the above reasons exist, the WPCRA may without prejudice to any other rights or remedies and after giving the Consultant seven (7) days' written notice, terminate this Agreement and the employment of the Consultant. In addition to any other rights available to the WPCRA at law or in equity, the Consultant shall be liable to WPCRA for all reasonable excess completion costs and costs to correct as a result of said termination.

6.3 Termination by the WPCRA for Convenience. Notwithstanding anything in the Agreement to the contrary, WPCRA shall have the right, for whatever reason and in its sole discretion, to

terminate the Agreement without penalty or liability by providing the Consultant with fifteen (15) days written notice thereof. Upon such termination, this Agreement shall be null and void. Any of Consultant'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 WPCRA exercises its termination right hereunder including, but not limited to, any consequential or punitive damages.

7. Insurance. The Consultant shall purchase and maintain insurance as follows.

7.1 Worker's Compensation Insurance coverage in accordance with Florida statutory requirements.

7.2 Commercial General Liability Insurance coverage with limits of no less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate, which policy shall include coverage of the contractual liabilities contained in this Agreement.

Certificates of insurance from insurers acceptable to the WPCRA shall be delivered to the WPCRA upon execution of this Agreement. Only with respect to commercial general liability insurance, the certificates shall (a) name the WPCRA as an additional insured and loss payee and (b) contain a provision that coverages afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the WPCRA. Failure of the Consultant to obtain and maintain required insurance shall be grounds for termination of the Agreement by the WPCRA. Consultant shall require any subconsultants who are preparing plans and specifications to provide professional liability insurance with the same insurance coverage as set forth above.

8. Indemnification. In consideration of the entry of this Agreement, and to the extent permitted by Chapter 725, Florida Statutes, as may be amended, the Consultant agrees to indemnify, protect, defend, and hold harmless the WPCRA its board members, managers, officers, employees, consultants, attorneys and agents (collectively the "Related Parties") from liabilities, damages, losses, and costs including, but not limited to reasonable attorney's fees at both the trial and appellate levels to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Consultant and other persons employed or utilized by the Consultant in the performance of the Scope of Work. The foregoing indemnity is limited to \$1,000,000 per occurrence, which monetary limitation on the extent of the indemnification both parties acknowledge and agree bears a reasonable commercial relationship to the Agreement; provided, however, that the Consultant's indemnity obligations hereunder are not limited by the availability of insurance proceeds. In the event that any claims are brought or actions are filed against the WPCRA with respect to the indemnity contained herein, the Consultant agrees to defend against any such claims or actions regardless of whether such claims or actions are rightfully or wrongfully brought or filed. To the extent this indemnification clause or any other indemnification clause in this Agreement does not comply with Chapter 725, Florida Statutes, as may be amended, this provision and all aspects of the Contract Documents shall hereby be interpreted as the parties' intention for the indemnification clauses and Contract Documents to comply with Chapter 725, Florida Statutes, as may be amended. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

9. Miscellaneous

9.1 Ownership of Documents. All documents (including print, digital and media) prepared by the Consultant pursuant to or in connection with this Agreement are and shall remain the exclusive property of the WPCRA. Upon request of the WPCRA and/or upon the termination or completion of this Agreement, Consultant shall promptly deliver to the WPCRA all or any portion of the above referenced documents including all electronic files relating thereto. Consultant further acknowledges that WPCRA may post any of such documents on the WPCRA's website. Such documents may be posted by WPCRA without the prior authorization of Consultant. No additional fee or compensation will be paid to Consultant by WPCRA for such posting.

9.2 Records. Consultant shall keep books and records and require any and all subconsultants to keep books and records as may be necessary in order to record complete and correct accurate records with respect to this engagement. Such books and records will be available at all reasonable times for examination and audit by NMCRA and shall be kept for a period of six (6) years after the completion of all work to be performed pursuant to this Agreement, unless contacted by NMCRA and advised such records must be kept for a longer period. Consultant shall further be required to respond to the reasonable inquiries of successor Consultant and allow successor Consultant to review Consultant's working papers related to matters of continuing accounting, reporting or auditing significance. Incomplete or incorrect entries in such books and records will be grounds for disallowance by NMCRA of any fees or expenses based upon such entries.

9.3 Independent Contractor. This Agreement does not create an employee/employer relationship between the parties. It is the intent of the parties that Consultant is an independent contractor under this Agreement and not the WPCRA's employee for all purposes, including but not limited to, the application of the Fair Labor Standards Act minimum wage and overtime payments, Federal Insurance Contribution act, the Social Security Act, the Federal Unemployment Tax Act, the provision of the Internal Revenue Code, the State Workers Compensation Act, and the State unemployment insurance law. Consultant shall retain sole and absolute discretion in the judgment of the manner and means of carrying out Consultant's activities and responsibilities hereunder. Consultant agrees that it is a separate and independent enterprise from the WPCRA, that it has full opportunity to find other business, that it has to make its own investment in its business, and that it will utilize a high level of skill necessary to perform the services. This Agreement shall not be construed as creating any joint employment relationship between Consultant and the WPCRA and the WPCRA will not be liable for any obligation incurred by Consultant, including by not limited to unpaid minimum wages and/or overtime premiums.

9.4 Assignments; Amendments.

9.4.1 This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered, under any circumstances, by Consultant without the prior written consent of NMCRA, which consent may be withheld by the NMCRA in its sole and absolute discretion. This Agreement shall run to the NMCRA and its successors and assigns.

9.4.2 It is further agreed that no modification, amendment or alteration in the terms or conditions contained here shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith and approved by the NMCRA Board.

9.5 No Contingent Fees. Consultant warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Consultant to solicit or secure this Agreement, and that it has not paid or agreed to pay any person, company, corporation, individual or firm, other than a bona fide employee working solely for Consultant any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For the breach or violation of this provision, the NMCRA shall have the right to terminate the Agreement without liability at its discretion, to deduct from the contract price, or otherwise recover the full amount of such fee, commission, percentage, gift or consideration.

9.6 Notice. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Consultant and the NMCRA designate the following as the respective places for giving such notice:

WPCRA: H.E.R.S. Consulting LLC
9900 W. Sample Rd. Suite 300

Coral Springs, FL. 33065
Attention: Krystal Patterson, President
Phone: (954) 825-0448
Email: krystal@hersconsult.com

Taylor Duma LLP
2 S. Biscayne Boulevard
Suite 2500
Miami, Florida 33131
Attention: Steven W. Zelkowitz, Esq.
Phone: (305) 301-5533
Email: szelkowitz@taylorduma.com

Consultant: The Amco Services Group Inc.
d/b/a Christmas Lights by Amco
10904 S.W. 188th Street
Cutler Bay, Florida 33157
Attention: _____
Phone: (855) 352-2847
Email: info@christmaslightsbyamco.com

9.7 Binding Authority. Each person 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.

9.8 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

9.9 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement, and is incorporated herein by reference.

9.10 Severability. If any provision of this Agreement or application thereof to any person or situation shall to any extent, be held invalid or unenforceable in a judicial proceeding, such provision shall be severed and shall be inoperative, and provided that the Agreement's fundamental terms and conditions remain legal and enforceable, the remainder of the Agreement shall continue in full force and effect, remain operative and binding, and shall and be enforced to the fullest extent permitted by law.

9.11 Governing Law; Venue. This Agreement will be governed by the laws of the State of Florida. Any claim, objection, or dispute arising out of the terms of this Agreement shall be brought in Miami-Dade County.

9.12 Extent of Agreement. This Agreement represents the entire and integrated agreement between the WPCRA and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral.

9.13 No Third Party Rights. Nothing contained in this Agreement shall create a contractual relationship with or duties, obligations or causes of action in favor of any third party against either the WPCRA or Consultant.

9.14 Ethics Requirements. 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.

9.15 Prevailing Party's Attorney's Fees. If any party commences an action against the other party to interpret or enforce any of the terms of this Agreement or as the result of a breach by the other party of any terms hereof, the non-prevailing party shall pay to the prevailing party all reasonable attorneys'

fees, costs and expenses incurred in connection with the prosecution or defense of such action, including those incurred in any appellate proceedings, and whether or not the action is prosecuted to a final judgment.

9.16 Counterparts; Electronic Execution. This Agreement may be executed in two or more counterparts, all of which together shall constitute one and the same instrument. There may be duplicate originals of this Agreement, only one of which need to be produced as evidence of the terms hereof. A copy of this Agreement and any signature thereon shall constitute an original for all purposes. This Agreement may be executed by electronic means such as DocuSign.

9.17 Remedies Cumulative. The rights and remedies given in this Agreement and by law to a non-defaulting party shall be deemed cumulative, and the exercise of one of such remedies shall not operate to bar the exercise of any other rights and remedies reserved to a non-defaulting party under the provisions of this Agreement or given to a non-defaulting party by law.

9.18 No Waiver. One or more waivers of the breach of any provision of this Agreement by any party shall not be construed as a waiver of a subsequent breach of the same or any other provision, nor shall any delay or omission by a non-defaulting party to seek a remedy for any breach of this Agreement or to exercise the rights accruing to a non-defaulting party of its remedies and rights with respect to such breach.

10. WAIVER OF JURY TRIAL. EACH PARTY WAIVES ALL RIGHTS TO ANY TRIAL BY JURY IN ALL LITIGATION RELATING TO OR ARISING OUT OF THIS AGREEMENT.

11. Contracting with Entities of Foreign Countries of Concern Prohibited. By entering into, amending, or renewing this Agreement, as applicable, 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, as amended. 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 Consultant; 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 of a Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit to be provided by the WPCRA, which Affidavit the Consultant agrees to execute and deliver as a material inducement to entering into this Agreement. For purposes of this Agreement the term "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.

12. Human Trafficking. By entering into, amending, or renewing this Agreement, as applicable, the Consultant is obligated to comply with the provisions of Section 787.06, Florida Statutes, titled Human Trafficking, as amended. This compliance by the Consultant includes a Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit to be provided by the WPCRA, which Affidavit the Consultant agrees to execute and deliver as a material inducement to entering into this Agreement. This Agreement shall be void if the Borrower submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or if Borrower violates Section 787.06, Florida Statutes, as amended, during the term of this Agreement and for a period of three (3) years following Final Completion, even if the Borrower was not in violation at the time it submitted its Affidavit.

13. Public Records. To the extent required by law, the Consultant shall comply with all public records requests, whether made to the WPCRA or to the Consultant, for the Consultant's books and records which relate to this Agreement and which books and records are not exempted under Chapter 119, Florida Statutes. In the event the Consultant is required by law to comply with a public records request and fails to do so, the Consultant shall indemnify the WPCRA and the Related Parties in accordance with Section 8 above. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.


IF THE CONSULTANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONSULTANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE WPCRA SECRETARY AT (305) 375-2820, BY EMAIL AT JASONER@MIAMIDADE.GOV, OR AT 111 1ST STREET, SUITE 2210, MIAMI, FLORIDA 33128.

[REST OF PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have set their hands and seals the day and year first written above.

CONSULTANT:

THE AMCO SERVICES GROUP INC., a Florida corporation
d/b/a Christmas Lights by Amco

Signed by:

By: 217E53CD7D91462...
Name: George Caso
Title: President
Dated: 12/10/2025, 2025


WPCRA:

**WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY**,
a public body corporate and politic

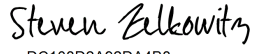
Signed by:

By: B3026FEC1B2647A...
Name: Krystal Patterson
Executive Director

Attest:

Signed by:

By: B81CB4AD78F34BF...
Name: Leviticus Gilliard

Approved as to form and legal sufficiency:

Signed by:

By: DC106D2A92DA486...
Name: Taylor Duma LLP
WPCRA Attorney
Dated: 12/10/2025, 2025

2025 Holiday Lighting 2025 Christmas Proposal



West Perrine CRA (Billing)

10301 SW 170th Ter
Miami, FL 33157

rhoda@hersconsult.com
[\(954\) 825-0448](tel:(954)825-0448)

Christmas Lights by Amco SF/ WeHangChristmasLights.com

10904 SW 188th Street
Cutler Bay, FL 33157

info@christmaslightsbyamco.com
[\(855\) 352-2847](tel:(855)352-2847)

Residence (Site)

10301 SW 170th Ter
Miami, FL 33157

Features

Roofline

\$1,800.00

The roofline of the entire building will be fully outlined with multi-color LED C-9 bulbs installed continuously around the perimeter (4 sides), creating a bright and colorful display that highlights the metal fascia of the property.

Multi-Color C-9

Oak Trees

\$4,655.00

The seven (7) oaks surrounding the property will be trunk-wrapped using a total of 6,650 warm white LED mini lights. All extension connections will be carefully routed through the branches, ensuring that no cables are placed on the ground to prevent tripping hazards and to keep equipment out of reach of pedestrians. Light color can be customized upon request, with warm white set as the default option.

MINI WHITE

Column Wrapping

\$1,680.00

The six (6) columns will be wrapped using 400 warm white LED mini lights each. The lighting will be connected seamlessly from top to bottom for a uniform appearance and reliable power flow. Light color can be customized upon request, with warm white set as the default option.

MINI WHITE

Pricing

Pricing	
Subtotal	\$8,135.00
Discount	5%
Tax	\$0.00
Total	\$7,728.25
Deposit Amount	\$3,864.13
Due Date	Immediately

Terms & Conditions

Christmas Lights by Amco's service is comprised of the design, installation, removal and storage of holiday decorations. All lighting and decorations remain the property of the service provider. this is a service agreement only and no goods are being sold.

Lighting and Decorations: Christmas Lights by Amco warrants the quality of our decorations and workmanship as described below. should you have any problem with the decorations, we want to correct them as soon as possible. we recommend that you turn the lights on for several hours over the first 3 or 4 evenings to test the lighting program. This will allow us to make corrections as soon as possible in order to maximize your enjoyment of the decorations. repairs needed due to vandalism, extraordinary weather conditions and customer added lights are not warranted and will be billed as additional services. Power failure or tripping of GFI circuits that occur as a result of inclement weather cannot be the responsibility of Christmas Lights by Amco. We will perform the required service call to solve these issues, but we can not be held liable for damage that may occur as a result of acts of nature. Upon reinstallation, all non-functioning bulbs and/or miniature light sets will be replaced at

no additional charge; this is included in the reinstallation and removal charge. As plants grow, we will add additional lights to any landscape lighting at our discretion, and will bill the service at the appropriate rates. Any additional items requested at the time of service will also be invoiced accordingly.

Billing Issues and Quality of Service: In the event that you have a question concerning any billing, contact our office within 7 days, or we will assume that billing is correct. All services, unless otherwise agreed in writing, are billed at the time of installation, at which time payment is due. This normally would include materials, set up, installation accessories, removal and boxing of décor. Storage of décor is included with the service. Any questions regarding the quality of workmanship must be addressed within 7 days of service, or before the next service is to be performed, whichever comes first.

Seasonal Lighting: Please be advised that all standard lighting that is installed is suitable only to be used as seasonal, temporary lighting unless otherwise specified. Christmas Lights by Amco can only warrant seasonal lighting up to 90 days. Product life expectancy should not exceed 90 days when used continually. Please consult your representative if you are interested in a permanent type of lighting. There is no permanent mini lighting or tree lighting available.

Photos: Please note, that unless otherwise agreed upon in writing, Christmas Lights by Amco reserves the right to take photos of our décor services on your property and use representations of these same photos for marketing purposes to include, but not limited to, brochures, portfolios, internet or postcards. The use of photo representations does not imply that any financial or other considerations will be given for said use. Further, we reserve the right on commercial accounts to state the property name and/or address.

Terms and Conditions: A deposit may be required at the time your order is placed. Full payment for every item and service is due according to the invoice terms on the date of service. In the event that payment is not made within terms on the invoice, a financial charge of 18% per annum, but in no event more than the maximum amount allowed by law, shall be assessed and

due on the unpaid balance from the due date until payment is received in full by Christmas Lights by Amco. Payments received will be applied first to any outstanding FINANCE CHARGE and the remainder to the unpaid balance on the account. In the event that the purchaser fails to make payments as required, your account shall be considered in default and the purchaser shall be responsible for costs of collection and reasonable attorney's fees, as allowed by law. Client will provide all electrical power sources. If a requested item becomes unavailable, Christmas Lights by Amco reserves the right to substitute an item of equal or better quality, subject to customer agreement or to delete the terms off of installation and invoice. Residential Clients will be bound by continuing service agreement, meaning that yearly décor services are authorized unless Christmas Lights by Amco is notified otherwise.

Lease Agreements: All clients, unless otherwise noted, will be serviced under the terms of the continuing service agreement. For those residential and commercial clients opting for a "multiple year" lease agreement, the contract will apply to the following decorating season(s):_____ Initials:_____. For commercial clients, please see separate lease contract.

Installation and Removal: Holiday decorations shall be installed and removed at your request if possible. Clients designating times are given priority based upon first-in-time notice. All services are subject to weather conditions and demand. The service provider retains sole discretion as to the timing of services and no breach occurs based on dates of services.

Limited Warranty and Limitation of Liability and Remedies: BOTH PARTIES TO THIS CONTRACT AGREE THAT IN THE EVENT OF THE FAILURE OR MALFUNCTION OF THE LIGHTING AND/OR DECORATIONS PROVIDED, THE SOLE AND EXCLUSIVE REMEDY AVAILABLE TO THE CLIENT SHALL BE THE REFUND OF THE COST OF THE SERVICES PROVIDED UNDER THIS AGREEMENT OR THE REPAIR OR REPLACEMENT OF THE LIGHTING AND/OR DECORATIONS, TO BE DETERMINED SOLEY AT THE DISCRETION OF THE SERVICE PROVIDER.

BOTH PARTIES AGREE THAT Christmas Lights by Amco WILL NOT BE LIABLE FOR ANY CONSEQUENTIAL DAMAGES OF ANY NATURE

CAUSED TO THE PROPERTY OF THE CLIENT BY ANY FAILURE OR MALFUNCTION OF THE LIGHTING AND DECORATIONS PROVIDED UNDER THIS AGREEMENT. SOME STATES MAY NOT ALLOW FOR THE EXCLUSION OR LIMITATION OF INCIDENTAL AND CONSEQUENTIAL DAMAGES, SO THE ABOVE LIMITATION AND EXCLUSION MAY NOT APPLY TO YOU.

BOTH PARTIES AGREE THAT ANY CLAIM BY THE CLIENT THAT THE WORKMANSHIP OR MATERIALS USED ARE DEFECTIVE NONCONFORMING MUST BE BROUGHT TO THE ATTENTION OF THE Christmas Lights by Amco REPRESENTATIVE IN WRITING WITHIN 72 HOURS OF THE SERVICE. FAILURE TO DO SO RESULTS IN A COMPLETE AND FINAL WAIVER OF ALL CLAIMS.

ARBITRATION: ANY AND ALL DISPUTES THAT MAY ARRISE BETWEEN THE PARTIES SHALL BE SETTLED BY ARBITRATION IN ACCORDENCE WITH THE STATE LAW WHERE THE SERVICE PROVIDER IS LOCATED. THE ARBITRATOR'S AWARD SHALL BE FINAL AND BINDING ON ALL PARTIES, AND JUDGEMENT MAY BE ENTERED BY A COURT OF COMPETENT JURISDICTION IN THE COUNTY OF THE SERVICE PROVIDER WHERE ALL ARBITRATION PROCEEDINGS SHALL BE CONDUCTED THROUGH THE DISPUTE RESOLUTION CENTER, OR IT'S SUCCESSOR.

I have read, understand and agree to the above policies, terms, and conditions. Customer has the right to rescind this contract by giving written notice to the service provider within 3 days from the date below.

Customer _____
Date _____

RESOLUTION NO. CRA-21-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH PFM FINANCIAL ADVISORS, LLC TO PROVIDE FINANCIAL ADVISORY SERVICES FOR THE WPCRA'S BOND PROCESS IN AN AMOUNT NOT TO EXCEED \$75,000 UNDER THE ACCESSING CONTRACTS FROM OTHER GOVERNMENT ENTITIES PROCUREMENT GUIDELINES OF MIAMI-DADE COUNTY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH PFM FINANCIAL ADVISORS, LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the mission of the West Perrine Community Redevelopment Agency ("WPCRA") is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

WHEREAS, the WPCRA is pursuing the professional services of a financial advisor to provide financial advisory services for the WPCRA's bond process; and

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

WHEREAS, the City of Pompano Beach has an agreement with PFM Financial Advisors, LLC ("PFM") for an initial period of five (5) years effective on the contract execution date of April 3, 2018 through April 2023, which agreement has been extended for an additional five year period through April 2028; and accessing this competitively selected contract was found to be more cost effective for the WPCRA; and

WHEREAS, the Board of Commissioners of the WPCRA desires to approve the Agreement with PFM in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) to provide financial advisory services for the WPCRA's bond process in the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE WEST PERRINE 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 Agreement. The Agreement with PFM in an amount not to exceed Seventy-Five Thousand Dollars (\$75,000) to provide financial advisory services for the WPCRA's bond process in the form attached hereto as Exhibit "A" is hereby approved.

Section 3. Execution of Agreement. The Executive Director is hereby authorized to execute the Agreement with PFM to provide financial advisory services for the WPCRA's bond process.

Section 4. Implementation of Agreement. The Executive Director is hereby authorized to take all action necessary to implement the terms of the Agreement with PFM to provide financial advisory services for the WPCRA's bond process.

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

PASSED and ADOPTED this 17th day of December, 2025.

Leviticus L. Gilliard
Chair

ATTEST:

Veronica Thompkins
WPCRA Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
WPCRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Leviticus L. Gilliard
Vice Chair Tyreke Spann
Board Member Willie L. Carpenter

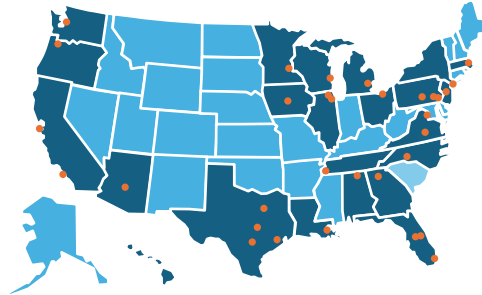
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)

Board Member Lieutenant Kevin Richardson
Board Member Rhonda Richardson-Comer
Board Member Veronica Thompkins

_____ (Yes) _____ (No)
_____ (Yes) _____ (No)
_____ (Yes) _____ (No)

PFM FINANCIAL ADVISORS LLC (“PFM”)

PFM¹ was founded in 1975 with the mission of providing independent financial advice to state and local governments, governmental agencies and authorities in the debt issuance process and undertaking capital planning and budgeting.³ Today, PFM has one of the largest financial advisory teams in the public finance industry, maintaining an expansive national presence. PFM currently has more than 300 employees located in 32 offices and locations across the United States.¹



PFM maintains **three full-time offices in Florida and eight in the southeastern United States**. Our Coral Gables office will have full responsibility for the engagement. PFM has **18 financial advisory professionals in Florida**, which include six Managing Directors/Partners, four Directors, three Senior Managing Consultants, and five Analysts. The core financial advisory services will be provided by **representatives based out of Coral Gables** and will consist of long-term financial planning, rating agency strategy, debt and financial policy development, financing transaction management, and debt portfolio optimization, among other services.

PROFESSIONAL BIOGRAPHIES

Sergio Masvidal, Managing Director in PFM’s Coral Gables office, will serve as **Engagement Manager/Day-to-Day Contact** for this relationship. Sergio has extensive experience, having actively managed over \$20 billion of bond transactions over 21 years. His clients include a variety of cities, counties, community redevelopment agencies, utilities, special taxing authorities and transportation authorities. Sergio’s experience also includes technical evaluation of Alternative Delivery methods and Public-Private Partnership models across the spectrum of credits. Sergio is a Municipal Advisor Representative (Series 50).

Pete Varona, Senior Managing Consultant in the Coral Gables office will serve as **Senior Project Support** for the relationship. Pete has provided the transaction management services and technical support for many of the firm’s Florida clients over the last 12 years, with a focus on South Florida. Pete is a Registered Municipal Advisor Representative (Series 50).

¹Public Financial Management, Inc. (PFM, Inc.) was founded in 1975 and as of June 1, 2016, the registered municipal advisory services historically offered through former affiliate PFM, Inc. are now offered through PFM Financial Advisors LLC (PFM).

²Number of employees, offices and locations estimated as of February 1, 2025.



November 11, 2025

Krystal Patterson, MPA, FRA-RA
Executive Director
West Perrine Community Redevelopment Agency

Dear Ms. Patterson:

The purpose of this letter (this “Engagement Letter”) is to confirm our agreement that PFM Financial Advisors LLC (“[PFM]”) will act as financial advisor to the West Perrine CRA (the “Client”). PFM will provide, upon request of the Client, services related to financial planning and services related to debt issuance, as applicable and set forth in Exhibit A to this Engagement Letter. Client acknowledges and agrees that PFM does not provide legal, tax, or accounting advice in connection with the services. Client is solely responsible for obtaining its own legal, tax, or accounting advice with respect to the services and any related matter. Most tasks requested by Client will not require all services provided for in Exhibit A and as such the specific scope of services for such task shall be limited to just those services required to complete the task, or applicable separate agreement with Client for Structured Products or Investor Relations Advisory services.

pfm

2222 Ponce de Leon
Suite 300
Miami, FL 33143
786.671.7480

pfm.com

PFM is a registered municipal advisor with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. If Client has designated PFM as its independent registered municipal advisor (“IRMA”) for purposes of SEC Rule 15Ba1-1(d)(3)(vi) (the “IRMA exemption”), then services provided pursuant to such designation shall be the services described in Exhibit A hereto, subject to any agreed upon limitations. Verification of independence (as is required under the IRMA exemption) shall be the responsibility of such third party seeking to rely on such IRMA exemption. PFM shall have the right to review and approve in advance any representation of PFM’s role as IRMA to Client.

MSRB Rules require that municipal advisors make written disclosures to their clients of all material conflicts of interest, certain legal or disciplinary events and certain regulatory requirements. Such disclosures are provided in PFM’s Disclosure Statement delivered to Client prior to or together with this Engagement Letter.

PFM’s services will commence as soon as practicable after the execution of this Engagement Letter by the Client and a request by the Client for such service. Any material changes in or additions to the scope of services described in Exhibit A shall be promptly reflected in a written supplement or amendment to this Engagement Letter. Services provided by PFM which are not included in the scope of services set forth in Exhibit A of this Engagement Letter shall be completed as agreed in writing in advance between the Client and PFM. Client acknowledges that, in certain circumstances, the same individual may provide services to Client on behalf of both PFM and one or more of its affiliates. For example, Client may elect to engage PFM for municipal advisory services and separately engage an affiliate of PFM for consulting or other non-municipal advisory services, where the same individual will serve under both engagements. In such cases, the services shall be



provided strictly in accordance with the terms of the respective agreements between Client and PFM and/or the applicable affiliate. The provision of services by an individual in such dual roles shall not alter or affect the separate legal responsibilities, obligations, or liabilities of PFM and its affiliates under their respective agreements with Client.

For the services described in Exhibit A, PFM's professional fees will be paid as provided in Exhibit B. All fees shall be due to PFM within thirty (30) days of the date of invoice. In addition to fees for services, PFM will be reimbursed for necessary, reasonable out-of-pocket expenses incurred, including, but not limited to, travel, meals, lodging, telephone, mail, and other ordinary or extraordinary costs such as for graphics, printing, document production (including as required by a subpoena or other legal document or order), data processing and computer time which are incurred by PFM. Upon request of Client, documentation of such expenses will be provided.

This Engagement Letter shall be effective from November 14, 2025 until November 14, 2026 (the "Initial Term") and shall automatically renew for additional one (1) year periods (each a "Renewal Term" and together with the Initial Term, the "Term"), unless earlier terminated in writing by either party upon thirty (30) days written notice to the other party. Upon any such termination, PFM will be paid for all services performed and costs and expenses incurred up to the termination date.

PFM shall not assign or transfer any interest in this Engagement Letter or subcontract any of the work performed under this Engagement Letter without the prior written consent of the Client; provided that PFM retains the right to enter into a sale, merger, internal reorganization, or similar transaction involving PFM's business without any such consent.

All information, data, reports, and records in the possession of the Client or any third party necessary for carrying out any services to be performed under this Engagement Letter ("Data") shall be furnished to PFM. PFM may rely on the Data in connection with its provision of the services under this Engagement Letter and the provider thereof shall remain solely responsible for the adequacy, accuracy and completeness of such Data.

All notices and other communication required under this Engagement Letter will be in writing and may be sent by certified mail, return receipt requested, by nationally recognized courier, with written verification of receipt, or by electronic mail. Notices shall be addressed to the party for whom it is intended, at the addresses on the first page of this Engagement Letter.

All materials, except functioning or dynamic financial models, prepared by PFM pursuant exclusively to this Engagement Letter will be the property of the Client. Subject to the preceding exception, upon termination of this Engagement Letter, PFM will deliver to the Client copies of any deliverables pertaining to this Engagement Letter.

The following employees of PFM will provide the services set forth in this Engagement Letter: Sergio Masvidal and Pete Varona. PFM may, from time to time, supplement or otherwise amend team members. The Client has the right to request, for any



reason, PFM to replace any member of the advisory staff. Should the Client make such a request, PFM will promptly suggest a substitute for approval by the Client.

PFM will maintain insurance coverage with policy limits not less than as stated in Exhibit C. Except to the extent caused by its willful misconduct, bad faith, gross negligence or reckless disregard of obligations or duties under this Engagement Letter, PFM shall have no liability to any party under this Engagement Letter.

PFM, its employees, officers and representatives at all times will be independent contractors and will not be deemed to be employees, agents, partners, servants and/or joint venturers of Client by virtue of this Engagement Letter or any actions or services rendered under this Engagement Letter. Nothing in this Engagement Letter is intended or shall be construed to give any person, other than the parties hereto, their successors and permitted assigns, any legal or equitable rights, remedy or claim under or in respect of this Engagement Letter or any provisions contained herein. In no event will PFM be liable for any act or omission of any third party or for any circumstances beyond PFM's reasonable control including, but not limited to, fire, flood, or other natural disaster, war, riot, strike, act of terrorism, act of civil or military authority, software and/or equipment failure, computer virus, or failure or interruption of electrical, telecommunications or other utility services.

This Engagement Letter shall be construed, enforced, and administered according to the laws of the State of Florida. PFM and the Client agree that, should a disagreement arise as to the terms or enforcement of any provision of this Engagement Letter, each party will in good faith attempt to resolve said disagreement prior to pursuing other action.

This Engagement Letter represents the entire agreement between Client and PFM and may not be amended or modified except in writing signed by both parties. For the sake of clarity, any separate agreement between Client and an affiliate of PFM or a third party referred or introduced by PFM and/or designated by the Client shall not in any way be deemed an amendment or modification of this Engagement Letter. The invalidity in whole or in part of any provision of this Engagement Letter shall not void or affect the validity of any other provision.

Client and PFM each represent and warrant that it has all necessary power and authority to enter into this Engagement Letter, and that the execution and delivery of this Engagement Letter has been duly authorized by all necessary governance, corporate, or other entity actions including, where applicable, approval by its applicable governing board.

Please have an authorized official of the Client sign a copy of this Engagement Letter and return it to us to acknowledge the terms of this engagement. This Engagement Letter may be signed in any number or counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same document.



Sincerely,

PFM FINANCIAL ADVISORS LLC

By: Sergio Masvidal

Managing Director

Accepted by:

Naranja Lakes

Authorized Signature

Name

Title

Date



EXHIBIT A
SCOPE OF SERVICES

1. Services related to the Financial Planning upon request of the Client:
 - Assist the Client in the formulation of Financial and Debt Policies.
 - Review current debt structure, identifying strengths and weaknesses of structure so that future debt issues can be designed to maximize ability to finance future capital needs. This will include, but not be limited to, reviewing existing debt for the possibility of refunding that debt to provide the Client with savings.
 - Analyze future debt capacity to determine the Client's ability to raise future debt capital.
 - Assist the Client in the development of the Client's Capital Improvement Program by identifying sources of capital funding.
 - Assist the Client with the development of the Client's financial planning efforts and process by assessing capital needs, identifying potential revenue sources, analyze financing alternatives such as pay-as-you-go, lease/purchasing, short-term vs. long-term financings, and provide analysis of each alternative as required as to the budgetary and financial impact.
 - Attend meetings with Client's staff, consultants and other professionals and the Client.
 - Provide special financial services as requested by the Client.
2. Services related to Debt Transactions (Includes short term financings, notes, loans, letters of credit, line of credit and bonds); upon the request of the Client:
 - Analyze financial and economic factors to determine if the issuance of bonds is appropriate.
 - Develop a financing plan in concert with Client's staff which would include recommendations as to the timing and number of series of bonds to be issued.
 - Assist the Client by recommending the best method of sale, either as a negotiated sale, private placement or a public sale. In a public sale, make recommendation as to the determination of the best bid. In the event of a negotiated sale, assist in the solicitation, review and evaluation of any investment banking proposals, and provide advice and information necessary to aid in such selection.
 - Advise as to the various financing alternatives available to the Client.



- Develop alternatives related to debt transaction including evaluation of revenues available, maturity schedule and cash flow requirements.
- Evaluate benefits of bond insurance and/or security insurance for debt reserve fund.
- If appropriate, develop credit rating presentation and coordinate with the Client the overall presentation to rating agencies.
- Review underwriter's proposals and submit a written analysis of same to the Client.
- Assist the Client in the procurement of other services relating to debt issuance such as printing, paying agent, registrar, etc.
- Identify key bond covenant features and advise as to the financial consequences of provisions to be included in bond indentures, resolutions or other governing documents regarding security, creation of reserve funds, flow of funds, redemption provisions, additional parity debt tests, etc.; review and comment on successive drafts of bond governing documents.
- Review the requirements and submit analysis to bond insurers, rating agencies and other professionals as they pertain to the Client's obligation.
- Review the terms, conditions and structure of any proposed debt offering undertaken by the Client and provide suggestions, modifications and enhancements where appropriate and necessary to reflect the constraints or current financial policy and fiscal capability.
- Coordinate with Client's staff and other advisors as respects the furnishing of data for offering documents, it being specifically understood that PFM is not responsible for the inclusion or omission of any material in published offering documents. In accordance with federal securities law regulations (Office of Municipal Securities), Client is responsible for the information included in the offering documents and PFM shall have no liability regarding such information's accuracy.
- As applicable, advise the Client on the condition of the bond market at the time of sale, including volume, timing considerations, competing offerings, and general economic considerations.
- Assist and advise the Client in negotiations with investment banking groups regarding fees, pricing of the bonds and final terms of any security offering, and make recommendations regarding a proposed offering to obtain the most favorable financial terms based on existing market conditions.
- Arrange for the closing of the transaction including, but not limited, to bond printing, signing and final delivery of the bonds.



EXHIBIT B
COMPENSATION FOR SERVICES

1. Fixed Rate Transaction Fees (Competitive and Negotiated)

The compensation schedule for competitive and negotiated sales of long-term financings will be billed at closing as follows:

<u>Bond Size (\$000)</u>	<u>Issuance Fee per \$1,000*</u>
1 – 100,000	\$1.00
100,001 – 200,000	\$0.75
>200,000	\$0.50

*Based upon Bond Proceeds and is subject to a minimum fee of \$30,000 per transaction and a not to exceed amount of \$75,000 per transaction.

2. Other Transaction Fees

Tax Anticipation Notes	60% of Fees above + Expenses
Bank Loan (< \$30MM Bond Proceeds)	\$30,000
Bank Loan (> \$30MM Bond Proceeds, or involving a forward delivery agreement)	Per Transaction Fee Schedule above.

3. Fees in the Event of Failure to Close

PFM will not charge for general advice between financings. However, in the case that PFM performs work as described in the scope of services and the Client does not close on a financial transaction within twelve (12) months, PFM will be compensated a minimum of \$10,000. 50% of the compensation in this case may be credited towards any Fees listed in (1) and (2) above should a financing proceed within the following twelve (12) months.



EXHIBIT C

INSURANCE

PFM Financial Advisors LLC (“PFM”) has a complete insurance program, including property, casualty, general liability, automobile liability and workers compensation. PFM maintains Professional (E&O)/Cyber Liability coverage which total \$5 million single loss/aggregate.

Our Professional/Cyber Liability policies are a “claims made” policy and our General Liability policy claims would be made by occurrence.

Deductibles/SIR:

Automobile \$100 comprehensive & \$1,000 collision
General Liability \$0
Professional (E&O)/ Cyber Liability \$250,000
Crime \$50,000

Insurance Company & AM Best Rating

Professional Liability (E&O)..... AIG Specialty Insurance Company; (A; Stable)
Cyber Liability..... AIG Specialty Insurance Company (A; Stable)
Crime..... Berkley Regional Insurance Company; (A+; Stable)
General Liability..... The Continental Insurance Company; (A Stable)
Automobile Liability..... The Continental Insurance Company; (A Stable)
Excess /Umbrella Liability..... The Continental Insurance Company; (A Stable)
Workers Compensation..... The Continental Insurance Company; (A Stable)
& Employers Liability

**DISCLOSURE OF CONFLICTS OF INTEREST AND OTHER
IMPORTANT MUNICIPAL ADVISORY INFORMATION
PFM Financial Advisors LLC**

I. Introduction

PFM Financial Advisors LLC and PFM Swap Advisors LLC (hereinafter, referred to as “We,” “Us,” or “Our”) are registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2. In accordance with MSRB rules, this disclosure statement is provided by Us to each client prior to the execution of its advisory agreement with written disclosures of all material conflicts of interests and legal or disciplinary events that are required to be disclosed with respect to providing financial advisory services pursuant to MSRB Rule G-42(b) and (c) (ii). We employ a number of resources to identify and subsequently manage actual or potential conflicts of interest in addition to disclosing actual and potential conflicts of interest provided herein. PFM does not provide legal, tax, or accounting advice.

How We Identify and Manage Conflicts of Interest

Code of Ethics. The Code requires that all employees conduct all aspects of Our business with the highest standards of integrity, honesty and fair dealing. All employees are required to avoid even the appearance of misconduct or impropriety and avoid actual or apparent conflicts of interest between personal and professional relationships that would or could interfere with an employee’s independent exercise of judgment in performing the obligations and responsibilities owed to a municipal advisor and Our clients.

Policies and Procedures. We have adopted policies and procedures that include specific rules and standards for conduct. Some of these policies and procedures provide guidance and reporting requirements about matters that allows Us to monitor behavior that might give rise to a conflict of interest. These include policies concerning the making of gifts and charitable contributions, entertaining clients, and engaging in outside activities, all of which may involve relationships with clients and others that are important to Our analysis of potential conflicts of interest.

Supervisory Structure. We have both a compliance and supervisory structure in place that enables Us to identify and monitor employees’ activities, both on a transaction and Firm-wide basis, to ensure compliance with appropriate standards. Prior to undertaking any engagement with a new client or an additional engagement with an existing client, appropriate municipal advisory personnel will review the possible intersection of the client’s interests, the proposed engagement, Our engagement personnel, experience and existing obligations to other clients and related parties. This review, together with employing the resources described above, allows Us to evaluate any situations that may be an actual or potential conflict of interest.

Disclosures. We will disclose to clients those situations that We believe would create a material conflict of interest, such as: 1) any advice, service or product that any affiliate may provide to a client that is directly related to the municipal advisory work We perform for such client; 2) any payment made to obtain or retain a municipal advisory engagement with a client; 3) any fee-splitting arrangement with any provider of an investment or services to a client; 4) any conflict that may arise from the type of compensation arrangement We may have with a client; and 5) any other actual or potential situation that We are or become aware of that might constitute a material conflict of interest that could reasonably expect to impair Our ability to provide advice to or on behalf of clients consistent with regulatory requirements. If We identify such situations or circumstances, We will prepare meaningful disclosure that will describe the implications of the situation and how We intend to manage the situation. We will also disclose any legal or disciplinary events that are material to a client’s evaluation or the integrity of Our management or advisory personnel. We will provide this disclosure (or a means to access this information) in writing prior to starting Our proposed engagement, and will provide such additional information or clarification as the client may request. We will also advise Our clients in writing of any subsequent material conflict of interest that may arise, as well as the related implications, Our plan to manage that situation, and any additional information such client may require.

II. General Conflict of Interest Disclosures

Disclosure of Conflicts Concerning the Firm’s Affiliates

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. The affiliate’s business with the client could create an incentive for Us to recommend a course of

action designed to increase the level of the client's business activities with the affiliate or to recommend against a course of action that would reduce the client's business activities with the affiliate. In either instance, We may be perceived as recommending services for a client that are not in the best interests of Our clients, but rather are in Our interests or the interests of Our affiliates. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances. Further, We receive no compensation from Our affiliates with respect to a client introduction or referral. If a client chooses to work with an affiliate, We require that the client consult and enter into a separate agreement for services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure of Conflicts Related to the Firm's Compensation

From time to time, We may be compensated by a municipal advisory fee that is or will be set forth in an agreement with the client to be, or that has been, negotiated and entered into in connection with a municipal advisory service. Payment of such fee may be contingent on the closing of the transaction and the amount of the fee may be based, in whole or in part, on a percentage of the principal or par amount of municipal securities or municipal financial product or the complexity of the municipal securities transaction or municipal financial product. While this form of compensation is customary in the municipal securities market, it may be deemed to present a conflict of interest since We may appear to have an incentive to recommend to the client a transaction that is larger in size or more complex than is necessary. Further, We may also receive compensation in the form of a fixed fee arrangement. While this form of compensation is customary, it may also present a potential conflict of interest, if the transaction requires more work than contemplated and We are perceived as recommending a less time consuming alternative contrary to the client's best interest so as not to sustain a loss. Finally, We may contract with clients on an hourly fee basis. If We do not agree on a maximum amount of hours at the outset of the engagement, this arrangement may pose a conflict of interest as We would not have a financial incentive to recommend an alternative that would result in fewer hours. We manage and mitigate all of these types of conflicts by disclosing the fee structure to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure of Conflicts Related to the Firm's Compensation Structure for Our Registered Advisors. Pursuant to various employee compensation structures, from time to time We offer certain of Our registered municipal advisors ("Registered Advisors") financial benefits based on his or her business plan, client base, performance, and/or transactions closed. This provides an incentive for such Registered Advisors to seek to retain additional clients and/or transactions or services from clients. While this form of compensation may be customary in some segments of the municipal advisory market, provision of such financial benefits may be deemed to present a conflict of interest. We manage and mitigate these types of conflicts by Registered Advisor's adherence to Our Code of Ethics and Policies and Procedures, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client's needs, objectives and financial circumstances.

Disclosure Concerning Provision of Services to State and Local Government, and Non-Profit Clients

We regularly provide financial advisory services to state and local governments, their agencies, and instrumentalities, and non-profit clients. While Our clients have expressed that this experience in providing services to a wide variety of clients generally provides great benefit for all of Our clients, there may be or may have been clients with interests that are different from (and adverse to) other clients. If for some reason any client sees Our engagement with any other particular client as a conflict, We will mitigate this conflict by engaging in a broad range of conduct, if and as applicable. Such conduct may include one or any combination of the following: 1) disclosing the conflict to the client; 2) requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, including the client's needs, objectives and financial circumstances; 3) implementing procedures that establishes an "Informational Bubble" that creates physical, technological and procedural barriers and/or separations to ensure that non-public information is isolated to particular area such that certain governmental transaction team members and supporting functions operate separately during the course of work performed; and 4) in the rare event that a conflict cannot be resolved, We will withdraw from the engagement.

Disclosure Concerning Provision of Services by Our Registered Advisors Dually through the Firm and the Firm's Affiliates.

Our affiliates offer a wide variety of financial services, and Our clients may be interested in pursuing services separately provided by an affiliate. From time to time, We may have registered municipal advisors ("Registered Advisors") that may provide services to a Municipal Entity client on behalf of, and under a separate written client agreement with, both Us and one or more of Our affiliates. In such cases, the individual will act solely on behalf of Us or the applicable Affiliate, respectively,

that is a party to the specific agreement governing the respective services. For example, if a Municipal Entity client engages Us for municipal advisory services and separately engages an affiliate of Ours for consulting or other non-municipal advisory services, the same individual may serve under both engagements – as a Registered Advisor under the client agreement with Us and as an individual service provider under the client agreement with Our affiliate. Such circumstance could be perceived as a conflict of interest considering the individual’s dual service role and involvement, as well as differing duties owed to the client. Accordingly, We mitigate any perceived conflict of interest that may arise in this situation by disclosing it to the client, and by requiring that there be a review of the municipal securities transaction or municipal financial product to ensure that it is suitable for the client in light of various factors, after reasonable inquiry, including the client’s needs, objectives and financial circumstances. If a client chooses to obtain services of an affiliate, even if the affiliate’s services are provided by a Registered Advisor, not in their municipal advisory representative capacity but as an individual service provider acting solely on behalf of the applicable affiliate, We require that the client consult and enter into a separate agreement for such services, so that the client can make an independent, informed, evaluation of the services offered.

Disclosure Related to Legal and Disciplinary Events

As registered municipal advisors with the Securities and Exchange Commission (the “SEC”) and the Municipal Securities Rulemaking Board (the “MSRB”), pursuant to the Securities Exchange Act of 1934 Rule 15Ba1-2, Our legal, disciplinary and judicial events are required to be disclosed on Our forms MA and MA-I filed with the SEC, in ‘**Item 9 Disclosure Information**’ of form MA, ‘**Item 6 Disclosure Information**’ of form MA-I, and if applicable, the corresponding disclosure reporting page(s) (“DRP”). To review the foregoing disclosure items and material change(s) or amendment(s), if any, clients may electronically access **PFM Financial Advisors LLC** filed forms MA and MA-I on the SEC’s Electronic Data Gathering, Analysis, and Retrieval system, listed by date of filing starting with the most recently filed, at:

PFM Financial Advisors LLC –

<https://www.sec.gov/cgi-bin/browse-edgar?company=&match=&CIK=0001669517&filenum=&State=&Country=&SIC=&owner=exclude&Find=Find+Companies&action=getcompany>

III. Specific Conflicts of Interest Disclosures – NARANJA LAKES CRA-2025 ENGAGEMENT LETTER

To Our knowledge, following reasonable inquiry, we are not aware of any other actual or potential conflict of interest that could reasonably be anticipated to impair Our ability to provide advice to or on behalf of the client in accordance with applicable standards of conduct of MSRB Rule G-42.

IV. Municipal Advisory Complaint and Client Education Disclosure

The MSRB protects state and local governments and other municipal entities and the public interest by promoting fair and efficient municipal securities markets. To that end, MSRB rules are designed to govern the professional conduct of brokers, dealers, municipal securities dealers and municipal advisors. Accordingly, if you as municipal advisory customer have a complaint about any of these financial professionals, please contact the MSRB’s website at www.msrb.org, and consult the MSRB’s Municipal Advisory Client brochure. The MSRB’s Municipal Advisory Client brochure describes the protections available to municipal advisory clients under MSRB rules, and describes the process for filing a complaint with the appropriate regulatory authority.

PFM’s Financial Advisory services are provided by PFM Financial Advisors LLC. PFM’s Swap Advisory services are provided by PFM Swap Advisors LLC. Both entities are registered municipal advisors with the MSRB and SEC under the Dodd Frank Act of 2010.

RESOLUTION NO. CRA-22-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH BRYANT MILLER OLIVE P.A. TO PROVIDE BOND COUNSEL SERVICES FOR THE WPCRA’S BOND PROCESS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH BRYANT MILLER OLIVE P.A.; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the mission of the West Perrine Community Redevelopment Agency (“WPCRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

WHEREAS, the WPCRA is pursuing the professional services of bond counsel to provide bond counsel services for the WPCRA’s bond process; and

WHEREAS, the WPCRA is authorized to employ legal counsel, as it requires, pursuant to Section 163.356(3)(c), Florida Statutes; and

WHEREAS, the Board of Commissioners of the WPCRA desires to approve the Agreement with Bryant Miller Olive P.A. (“BMO”) to provide bond counsel services for the WPCRA’s bond process in the form attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE WEST PERRINE 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 Agreement. The Agreement with BMO to provide bond counsel services for the WPCRA’s bond process in the form attached hereto as Exhibit “A” is hereby approved.

Section 3. Execution of Agreement. The Executive Director is hereby authorized to execute the Agreement with BMO to provide bond counsel services for the WPCRA’s bond process.

Section 4. Implementation of Agreement. The Executive Director is hereby authorized to take all action necessary to implement the terms of the Agreement with BMO to provide bond counsel services for the WPCRA’s bond process.

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

PASSED and ADOPTED this 17th day of December, 2025.

Leviticus L. Gilliard
Chair

ATTEST:

Veronica Thompkins
WPCRA Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
WPCRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Leviticus L. Gilliard	_____ (Yes)	_____ (No)
Vice Chair Tyreke Spann	_____ (Yes)	_____ (No)
Board Member Willie L. Carpenter	_____ (Yes)	_____ (No)
Board Member Lieutenant Kevin Richardson	_____ (Yes)	_____ (No)
Board Member Rhonda Richardson-Comer	_____ (Yes)	_____ (No)
Board Member Veronica Thompkins	_____ (Yes)	_____ (No)

BRYANT MILLER OLIVE P.A.

Bryant Miller Olive P.A. is pleased to present to the West Perrine Community Redevelopment Agency a summary of the credentials of our firm.

The Firm

Bryant Miller Olive (BMO) is a Florida-based professional association with over a 54-year history of representing Florida's state and local governments. The firm has offices in Tampa, Tallahassee, Orlando, Miami, Jacksonville, Atlanta and Washington, D.C. In 1970, the firm was founded by former Florida Governor C. Farris Bryant and two of his high-level government attorneys, Robert Olive and Wilton Miller. Their goal was to provide excellent client service while working closely with cities, counties, and state agencies to shape Florida's future. That same vision guides the firm today.

Government and public entities are, and always have been, the primary focus of BMO. BMO is structurally sound and well-managed by seasoned attorneys with a long history of working together successfully. The Firm offers a multidisciplinary range of legal services, with practice groups focused in the following areas: Affordable Housing, Appellate Advocacy, Corporate Trust & Default, Government Counsel Services, Government Procurement, Labor and Employment, Litigation, New Tax Market Credits, Public Finance, Public Private Partnerships, Real Property and Commercial Transactions. The Firm also offers legal services in Federal and State Tax issues, both in relation to public finance work and as a separate area of practice that addresses non-public finance related tax issues.

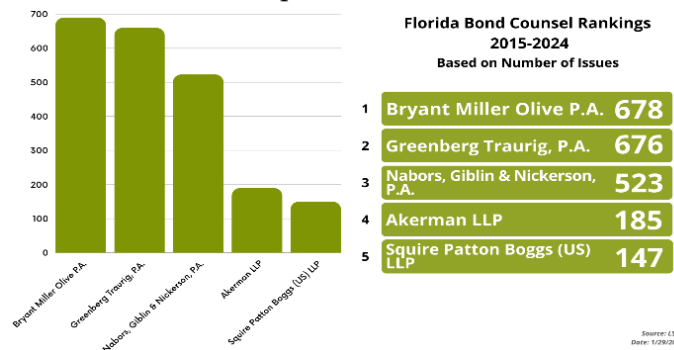
More Florida-based Municipal Bond Attorneys than any Other Law Firm

The public finance department of BMO is comprised of 23 attorneys (including four attorneys who dedicate most of their time to federal tax matters) and 12 paralegals and legal assistants. BMO's employees are diverse reflecting our longstanding commitment to diversity. More than 63 percent of the members of the firm are African American, Hispanic, Asian or women. Approximately 32 percent of BMO's support staff is comprised of minorities, and approximately 71 percent of the support staff are women. BMO is proud of its efforts to make public finance a more diverse practice area. BMO is well prepared to undertake the most complex and innovative financings by virtue of its experience and resources.

For more information on Bryant Miller Olive P.A., please go to www.bmolaw.com.

Bond Counsel Experience

According to *Securities Data Co. Inc.*, BMO has been the top-ranked bond counsel firm in Florida. From 2015-2024, BMO was ranked the number one bond counsel firm in the State, based on the number of transactions. In the past three years, BMO has served as bond, disclosure, and underwriter's counsel on over 800 financings totaling an aggregate par amount of approximately \$37 billion.



Bond Validation Experience: BMO has helped draft and shape much of Florida's municipal finance law. BMO's state constitutional law expertise is often called upon in validation proceedings. BMO believes that no other firm has the level of experience in Florida bond validations as BMO. Examples of the Firm's victories in front of the Florida Supreme Court including without limitation *Citizens Advocating Responsible Environmental Solutions, Inc. v. City of Marco Island*, 959 So. 2d 203 (Fla. 2007), *Miccosukee Tribe of Indians vs. South Florida Water Management District and New Hope Sugar vs. South Florida Water Management District* (Case Nos. SC09-1817 and SC09-1818), *State v. Miami Beach Redevelopment Agency*, 392 So. 2d 875 (Fla. 1980), and *Sarasota Citizens for Responsible Government v. City of Sarasota, et al.*, 48 So. 2d 755 (Fla. 2010).

Tax Expertise: BMO is qualified to promptly respond to all matters of federal taxation relating to the issuance of debt by governmental entities. BMO's tax knowledge and capabilities are frequently sought in connection with bond financings throughout the nation. One of the most important aspects of a tax-exempt bond issue is the tax-exempt status of the bonds. Members of BMO's tax department are frequently asked to serve on the faculty for continuing legal education programs sponsored by such organizations as NABL, the Florida Governmental Finance Officers Association and The Florida Bar.

The highly significant level of knowledge and experience in BMO's tax practice is evident from a review of our audit work, post issuance tax services, and arbitrage rebate affiliation.

Bank Loan Experience

Over the past five years, BMO has served as Bond Counsel on over 250 bank loan financings totaling in the aggregate of over \$4.0 billion in bonds. BMO has extensive experience working with and negotiating against the major banking institutions in the State and their counsel to obtain the most advantageous financing terms for its clients. Our experience in this regard includes reviewing and commenting upon the bank loan request for proposals or other procurement documentation, negotiating the terms, conditions and covenants set forth in bank loan RFP responses, resolutions and/or loan agreements on behalf of our clients, preparing all

closing documentation including tax materials and opinions, assisting and facilitating the draw process (where applicable), and facilitating transition from interim financing to permanent, long-term financing.

JoLinda L. Herring, Esq., CEO/Managing Shareholder



Ms. Herring joined Bryant Miller Olive P.A. as a law clerk. Upon admission to The Florida Bar, she became a practicing attorney with the firm, was the previous Co-Chair of the Public Finance Group and currently serves as the firm's CEO and Managing Shareholder.

Ms. Herring's practice is dedicated to municipal law, governmental tax-exempt financings and blue-sky securities law, with an expertise in commercial paper programs. She has served as Bond Counsel to the North Miami Beach CRA, the Southeast Overtown Park West CRA, the Hallandale Beach CRA, the Riviera Beach CRA, the DeFuniak Springs CRA, and the Quincy CRA. She is currently serving as Bond Counsel to the Omni CRA and recently hired as Bond Counsel to the Naranja Lakes CRA.

She has served as bond counsel, disclosure counsel and underwriter's counsel to various governmental entities including Palm Beach County, Broward County, Miami-Dade County, Leon County, Jackson County, Escambia County, Brevard County, the City of Miami, the City of Tallahassee, the City of Hallandale Beach, the City of Ocala, the City of Panama City Beach, the City of Pembroke Pines, the City of Port St. Lucie, and numerous other governmental entities across the State of Florida, State of Connecticut and State of Louisiana. She has served as Bond Counsel to the Greater Orlando Aviation Authority, City of Pensacola and its airport transactions, City of Tallahassee and its airport transactions, and served as underwriter's counsel to Miami-Dade County and its airport transaction. Ms. Herring has a specialty in representing pooled programs. She was instrumental in creating the Florida Municipal Loan Council and the Florida Rural Utility Financing Commission and currently serves as bond counsel to both entities.

She is a member of the National Association of Bond Lawyers and served as Chair of the NABL Bond Attorney's Workshop Steering Committee. She is listed in the Municipal Bond Attorneys' section of The Bond Buyer's Municipal Marketplace. She graduated from Florida State University College of Law. Ms. Herring also received an M.B.A. in Finance with honors from Vanderbilt University.

November 28, 2025

Krystal Patterson, Executive Director
West Perrine Community Redevelopment Agency
c/o Miami-Dade County
Office of Management and Budget
111 N.W. 1st Street, Suite 2210
Miami, Florida 33128

RE: Engagement of Bryant Miller Olive P.A.

Dear Mrs. Patterson:

You have requested to retain Bryant Miller Olive P.A. (the "Firm") as Bond Counsel for the West Perrine Community Redevelopment Agency (the "CRA"). The purpose of this letter is to advise you of the fee structure to be used by the Firm in its representation of the CRA and to describe the services the Firm will perform as Bond Counsel to the CRA. This letter also discloses and discusses the potential arising of conflicts of interest during this representation.

SCOPE OF ENGAGEMENT

In this transaction, we expect to perform the following duties:

- (1) Review of proposed financing program as to legal feasibility, compliance with applicable law and pending or proposed revisions to the law, including United States Treasury regulations;
- (2) Advise as to structuring procedures, required approvals and filings, schedule of events for timely debt issuance, and other legal matters relative to such debt;
- (3) Attend meetings with the CRA staff and public officials, the municipal advisor, underwriter or lender and its counsel, and others as appropriate for development of the plan of finance, the financing documents, debt materials and dissemination of information in connection therewith;
- (4) Prepare resolutions and any amendments thereto necessary to authorize the debt;
- (5) Prepare or review the trust indentures, loan agreements, escrow agreements, and

any other agreements or similar documents necessary, related or incidental to any financing.

(6) Preparation of all validation pleadings, including complaint, notice of service, proposed answer, memorandum of law, and proposed order and to conduct the validation proceeding, if required;

(7) If sale is by competitive bid, assist in preparation of the bid comments, notice of sale, evaluation of bids and any other documentation or action necessary to conduct a sale of the Bonds in that manner;

(8) Review the transcripts of all proceedings in connection with the foregoing and indicate any necessary corrective action;

(9) Prepare, obtain, deliver and file all closing papers necessary in connection with the debt and serve as the CRA's closing agent in connection with the debt;

(10) Review any disclosure documents prepared and authorized by the CRA, but, in our capacity as Bond Counsel, only insofar as such documents describe the debt and summarize the underlying documents and the federal income tax treatment of interest on the debt; and

(11) Subject to the completion of proceedings to our satisfaction, render our legal opinion (the "Bond Opinion") regarding the validity and binding effect of the debt, the source of payment and security for the debt, and, as applicable, the excludability of interest on the debt from gross income for federal income tax purposes.

Our Bond Opinion will be addressed to the CRA and will be delivered by us on the date the debt is exchanged for its purchase price (the "Closing").

The Bond Opinion will be based on facts and law existing as of its date. The Firm will not be obligated to update our Bond Opinion after the date rendered due to any subsequent changes in law or the interpretation thereof or change in circumstances that may affect the opinion as rendered. In rendering our Bond Opinion, we will rely on the certified proceedings and other certifications of public officials, officers of the CRA, the lender and other persons furnished to us without undertaking to verify the same by independent investigation, and we will assume continuing compliance by the CRA with applicable laws relating to the debt. During the course of this engagement, we rely on the CRA to provide us with complete and timely information on all developments pertaining to any aspect of the financing, the debt and the security for the debt. Among other things, we will require the CRA to execute a certificate of fact relating to the use of the proceeds of the debt.

LIMITATIONS ON SCOPE OF ENGAGEMENT

Our duties as Bond Counsel are limited to those expressly set forth above. Among other things, our scope of services as Bond Counsel in connection with the issuance of debt does not include, unless separately specifically engaged:

(a) Bond validation proceedings; provided, however, we will provide bond validation legal services as Special Counsel in the manner and to the extent described below.

(b) Assisting in the preparation or review of an official statement or any other disclosure document with respect to the debt, or performing an independent investigation to determine the accuracy, completeness, or sufficiency of any such document or rendering advice that the official statement or other disclosure document does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements contained therein, in light of the circumstances under which they were made, not misleading.

(c) Preparing blue sky or investment surveys with respect to the debt.

(d) Drafting state constitutional or legislative amendments.

(e) Pursuing test cases or other litigation (such as contested validation proceedings), except as forth above.

(f) Making an investigation or expressing any view as to the creditworthiness of the CRA, the debt, any credit enhancement provider, liquidity provider or the debt.

(g) Assisting in the preparation of, or opining on, a continuing disclosure undertaking pertaining to the debt or, after the debt is delivered to the purchaser thereof in exchange for the purchase price, providing advice concerning any actions necessary to assure compliance with any continuing disclosure undertaking.

(h) Representation of the CRA in post-closing regulatory investigation or matters.

(i) After Closing, providing continuing advice to the CRA, the lender or other party concerning any actions necessary whatsoever.

(j) Providing any advice or opinions on bankruptcy matters.

(k) Review of post-closing investment contracts or provide legal services in connection with interest rate swaps or other financial product agreements.

- (l) Provide business, financial or accounting advice.
- (m) Conducting environmental due diligence or providing services with respect to the acquisition, construction or permitting of the Project.
- (n) Preparing requests for tax rulings from the Internal Revenue Service or representing the CRA in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations.
- (o) Addressing any other matter not specifically set forth above that is not required to render our Bond Opinion.

ATTORNEY-CLIENT RELATIONSHIP

As Bond Counsel, the CRA will be our client and an attorney-client relationship will exist between the CRA and the Firm. Our understanding is that the CRA Attorney will represent the CRA on certain matters. We assume that with each transaction other parties to the transaction will retain such counsel as they deem necessary and appropriate to represent the respective interests of such parties. In performing our legal services as Bond Counsel to the CRA, we will represent the interests of the CRA exclusively. We will not be representing any other party and will not be acting as an intermediary among the parties. Should the CRA desire to terminate its relationship with the Firm as Bond Counsel, it may do so by providing written notice to the Firm, which termination shall not be less than thirty (30) days after the date of the written notice.

CONFLICTS

The Firm has disclosed to the CRA that it currently and may in the future, serve as bond counsel, disclosure counsel, special counsel, or general counsel to other local governments and as special counsel to underwriters, banks, trustees and other parties that may from time to time transact business with the CRA in unrelated public finance matters. Such representations are standard and customary within the industry and the Firm can effectively represent the CRA and the discharge of the Firm's professional responsibilities to the CRA will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter. The CRA acknowledges and agrees that the Firm's role as bond counsel, disclosure counsel, or special counsel to any local governmental entity or to any financial institution in conjunction with unrelated public finance transactions is not likely to create or cause any actual conflict, and service as disclosure, bond, or special counsel to other Firm clients will not per se be construed as a conflict or be objectionable to the CRA. Accordingly, the CRA expressly consents to such representation by the Firm consistent with the circumstances described above and waives any conflict of interest with respect thereto. The foregoing consent and waiver shall not apply and

the Firm agrees not to undertake any representation in a controversy or litigation between CRA and any other client of the Firm, unless otherwise consented to in writing by the CRA.

FEES

The CRA will be responsible for payment of our fee as described on Exhibit A hereto. Based upon: (i) our current understanding of the terms, structure, size and schedule of the financing represented by the Bonds; (ii) the duties we will undertake pursuant to this engagement letter; (iii) the time we anticipate devoting to the financing in connection therewith; and (iv) the responsibilities we will assume. Our fee may vary: (a) if the principal amount of Bonds actually issued differs significantly from the amount stated above; (b) if material changes in the structure or schedule of the financing occur; or (c) if unusual or unforeseen circumstances arise which require a significant increase in our time or responsibility. If, at any time, we believe that circumstances require an adjustment of our original fee estimate, we will advise you.

In addition to our proposed fees, we will be reimbursed for all client charges made or incurred in connection with the Bond issue. Such costs generally include travel costs, photocopying, document printing, deliveries, long distance telephone and conference call charges, telecopier charges, filing fees, computer-assisted research, transcript preparation and other expenses. Our fee is usually paid at the Closing, and we customarily do not submit any statement until the Closing unless there is a substantial delay in completing the financing. Detailed supporting documentation is available upon request for statement billings.

If the financing is not consummated, we understand and agree that we will not be paid our proposed fee; however, we expect that all out-of-pocket expenses are subject to reimbursement.

We propose that we be separately compensated as Special Counsel at an hourly rate of \$400.00 for services provided by non-bond lawyers related to all matters which are related to preparing and conducting bond validation proceedings, and any related appeals, to occur prior to the issuance of the debt; such hourly fees to be non-contingent.

[Remainder of page intentionally left blank]

Krystal Patterson
West Perrine Community Redevelopment Agency
November 28, 2025
Page 6

This letter is being sent to you electronically (.pdf file). If the foregoing is acceptable, please sign and email a copy to me at jherring@bmolaw.com. We look forward to working with you on successful financing transactions.

BRYANT MILLER OLIVE P.A.



Shareholder of Bryant Miller Olive P.

Accepted and Approved:

WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY

By: _____

Name: _____

Title: _____

Date: _____

**EXHIBIT A
BOND COUNSEL FEES**

BOND COUNSEL SERVICES FEE SCHEDULE

	Bank Loans	Fixed Rate Revenue Bonds	Refunding Bonds/Variable Rate Revenue Bonds
First \$50,000,000	@\$1.50 \$75,000	@\$1.75 \$87,500	@\$1.80 \$90,000
Next \$25,000,000	@\$1.25 \$31,250	@\$1.50 \$37,500	@\$1.70 \$42,500
Next \$25,000,000	@\$1.00 \$25,000	@\$1.25 \$31,250	@\$1.50 \$37,500
Next \$25,000,000	@\$0.75 \$18,750	@\$1.00 \$25,000	@\$1.25 \$31,250
Next \$25,000,000	@\$0.75 \$18,750	@\$0.75 \$18,750	@\$1.00 \$25,000
Next \$25,000,000 and over	@\$0.50 \$12,500+	@\$0.50 \$12,500+	@\$0.75 \$18,750+

*Fees are quoted per bond (per 1,000) and cumulative

There will be a minimum fee of \$25,000 for Bank loans and \$35,000 for Bond transactions which are below \$25,000,000.

RESOLUTION NO. CRA-23-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, APPROVING AN AGREEMENT WITH ACHIEVEMENT CONSULTING GROUP, INC. TO PROVIDE BOND CONSULTING SUPPORT AND INTERNAL PROCESS ASSISTANCE TO ADVANCE THE WPCRA’S BOND EFFORTS IN AN AMOUNT NOT TO EXCEED \$60,000; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH ACHIEVEMENT CONSULTING GROUP, INC.; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the mission of the West Perrine Community Redevelopment Agency (“WPCRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

WHEREAS, the WPCRA is pursuing the professional services of a consultant to provide bond consulting support and internal process assistance to advance the WPCRA’s bond efforts; and

WHEREAS, the WPCRA 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 Board of Commissioners of the WPCRA desires to approve the Agreement with Achievement Consulting Group, Inc. (“ACG”) in an amount not to exceed Sixty Thousand Dollars (\$60,000) to provide bond consulting support and internal process assistance to advance the WPCRA’s bond efforts in the form attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE WEST PERRINE 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 Agreement. The Agreement with ACG in an amount not to exceed Sixty Thousand Dollars (\$60,000) to provide bond consulting support and internal process assistance to advance the WPCRA’s bond efforts in the form attached hereto as Exhibit “A” is hereby approved.

Section 3. Execution of Agreement. The Executive Director is hereby authorized to execute the Agreement with ACG to provide bond consulting support and internal process assistance to advance the WPCRA’s bond efforts.

Section 4. Implementation of Agreement. The Executive Director is hereby authorized to take all action necessary to implement the terms of the Agreement with ACG to provide bond consulting support and internal process assistance to advance the WPCRA's bond efforts.

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

PASSED and ADOPTED this 17th day of December, 2025.

Leviticus L. Gilliard
Chair

ATTEST:

Veronica Thompkins
WPCRA Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
WPCRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Leviticus L. Gilliard	_____ (Yes)_____ (No)
Vice Chair Tyreke Spann	_____ (Yes)_____ (No)
Board Member Willie L. Carpenter	_____ (Yes)_____ (No)
Board Member Lieutenant Kevin Richardson	_____ (Yes)_____ (No)
Board Member Rhonda Richardson-Comer	_____ (Yes)_____ (No)
Board Member Veronica Thompkins	_____ (Yes)_____ (No)



Achievement Consulting Group

Helping you achieve success!



Larry M. Spring, Jr., CPA
Managing Director

Mr. Spring is the CEO and Founder of Achievement Consulting Group, a consulting firm that specializes in real estate development, government relations and financial consulting services. He has over 29 years of experience across several industries including commercial banking, municipal government, real estate development, economic development, and health care.

In the past several years he has served in several executive management roles including, Vice President/Controller of TotalBank, Corporate Director of Productivity for Jackson Health Systems, City Manager for the City of North Miami, Executive Director of the North Miami Community Redevelopment Agency and most recently completed a second tenure as Assistant City Manager/Chief Financial Officer for the City of Miami.

During his career, Mr. Spring has facilitated the development, financing and operations of numerous significant infrastructure projects and real estate developments throughout South Florida. He is widely known as a Tax Increment Financing (TIF) expert. Notable TIF transactions included the Miami Midtown development that leverage TIF to support \$115 Million in infrastructure bonds. Another notable recent transaction was the delivery of a 420-unit mixed income multi-family housing development called Arte Grand Central. Spring leveraged \$50 million in TIF revenue to subsidize and deliver 100 affordable and workforce units within the project.

Spring has been the financial architect on other notable projects including Museum Park (Perez Art Museum and Frost Museum of Science), Miami Marlin's Baseball Stadium and the Miami Port Tunnel, and has led the bond financing of nearly \$1 billion dollars in public infrastructure, parks, public facility, and affordable housing projects. Spring also led the financial recovery of the City of Miami following the 2008 Market Crisis, rebuilding the City's financial reserves back to \$143 million, ultimately diverting the City from filing bankruptcy.

Mr. Spring received his Bachelor of Science in Accounting from Tulane University, holds certifications, in Construction Finance Management from the Columbia University School of Engineering, and Entrepreneurship and Innovation from the Harvard School of Business. He is both a licensed CPA and a licensed Realtor. Mr. Spring is also very dedicated to the community and has served on several civic and non-profit boards, including the Miami Foundation, City of Miami's Housing and Commercial Loan Committee, the Miami Parking Authority, and the Universal Truth Community Development Corporation. He is a life member of Kappa Alpha Psi Fraternity, Incorporated and the 100 Black Men of South Florida, Inc.



CONSULTANCY AGREEMENT

This Consultancy Agreement ("Agreement") is effective as of December 20, 2025 by and between the West Perrine Community Redevelopment Agency of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes ("CRA"), and Achievement Consulting Group, Inc. ("Consultant").

The CRA and the Consultant shall be referred to herein as a "Party" and collectively as the "Parties".

RECITALS

WHEREAS, the CRA desires that the Consultant provide advice and assistance to the CRA in his area of expertise;

WHEREAS, the Consultant desires to provide such advice and assistance to the CRA under the terms and conditions of this Agreement; and

WHEREAS, the Consultant agrees to devote the necessary time and attention to satisfactorily provide the Services (as defined herein) to the CRA in accordance with this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, including the terms and provisions herein, the CRA and the Consultant hereby agree as follows:

ARTICLE I Engagement

1.1 **Services.** For the term of this Agreement, the Consultant agrees to provide the services as more fully described in Exhibit A attached hereto ("Services"). The CRA and the Consultant agree that the Services are being provided by the Consultant in a capacity other than as a member of the CRA.

1.2 **Term.** The Consultant shall commence performance of the Services upon execution of this Agreement ("Commencement Date"). The period beginning on the Commencement Date and ending June 30, 2026, or the termination of this Agreement by either Party, in accordance with Section 1.3 of this Agreement, shall be referred to as the "Service Period". The Term of this Agreement may be extended at the CRA's sole and absolute discretion in one (1) year increments, with written notice provided to Consultant. Unless otherwise agreed, the Services shall be performed principally from a location of the Consultant's choosing.



1.3 **Termination.** Either Party shall have the right to terminate this Agreement without cause upon thirty (30) days' prior written notice to the other Party. Should a termination without cause occur, the CRA agrees to delivering payment to Consultant for all outstanding invoices and services received up to and through the date of termination.

ARTICLE II Remuneration

2.1 **Compensation.** Unless otherwise agreed between the Parties, the CRA shall pay the Consultant \$10,000/month for services provided ("Fee") not to exceed \$60,000 on an annual basis. Consultant shall send CRA a detailed invoice (including hours and specific billable activities), monthly for payment. CRA agrees to remit payment within twenty (20) days of receipt.

2.2 **Expenses.** All direct expenses incurred by Consultant while performing the Services on behalf of CRA ("Expenses") will require express written consent of CRA prior to being incurred.

2.3 **Other Benefits.** Other than the Fee and Expenses, the Consultant shall not be entitled to any other benefits, interests or any forms of value, whatsoever, of any kind and nature, whether implied or otherwise, directly or indirectly, including without limitation any form of interests, benefits, value and/or any value creation resulting from the Services or the Consultant's relationship with the CRA, including without limitation (i) any concepts, ideas, research and/or any deliverable by and/or through the Consultant or the Services or (ii) any benefit the CRA may receive, derive and/or accrue, whether directly or indirectly, from and/or through the Consultant or the Services.

2.4 **Withholding and Deductions.** The Consultant acknowledges that the Fee is all-inclusive. The Consultant shall be solely responsible for payment of any and all taxes and related costs payable under any applicable law with respect to the Consultant's compensation for performing the Services. The CRA may withhold and/or deduct amounts from the Fee per any applicable law, as may be required, necessary and/or appropriate.



ARTICLE III Conflict of Interest

3.1 Conflict of Interest. The Consultant hereby represents and warrants that, to the Consultant's knowledge, there is no conflict of interest between the Consultant's current business activities and the Services to be performed hereunder. The Consultant further represents and warrants that (a) the Consultant is not a party to any other agreement, contract or understanding and (b) no facts or circumstances exist that would restrict, prohibit, or hinder the Consultant from undertaking or performing any of his obligations under this Agreement, other than those disclosed to the CRA in advance of the execution of this Agreement. The Consultant shall advise the CRA promptly if a conflict of interest arises in the future.

ARTICLE IV Miscellaneous

4.1 Notices. Any notice, demand, consent, election, offer, approval, request, or other communication required or permitted under this Agreement shall be in writing and shall be (a) delivered personally, (b) sent by certified or registered mail, postage prepaid, return receipt requested, (c) sent by recognized overnight delivery service or (d) sent via e-mail with confirmation. A notice to the Consultant shall be addressed to the Consultant at the Consultant's address set forth on the signature page of this Agreement. A notice to the CRA shall be addressed to the CRA at the address set forth on the signature page of this Agreement, as such address may be modified by the CRA from time to time.

4.2 Successors and Assigns. This Agreement is binding upon, and inures to the benefit of, and shall be enforceable by, the Parties hereto and their respective successors and permitted assigns. As regards the CRA only, the successors and permitted assigns hereunder shall include, without limitation, any affiliate of the CRA as well as the successors in interest to the CRA or any such affiliate (whether by merger, liquidation (including successive mergers or liquidations) or otherwise) and any acquirer of all or substantially all of the limited liability CRA interests or assets of the CRA. This Agreement or any right or interest hereunder is one of personal service and may not be assigned by the Consultant. Nothing in this Agreement, expressed or implied, shall be intended or shall be construed to confer upon any third party other than the Parties and their respective successors and assigns as permitted by this Section 4.2 any right, remedy or claim under or by reason of this Agreement.

The logo for Achievement Consulting Group (AIC) features the letters 'AIC' in a large, red, serif font, centered within a white square that is framed by a thick red border.

Achievement Consulting Group
Helping you achieve success!

4.3 Amendments and Waivers. Except as otherwise stated herein, the provisions of this Agreement may only be amended or waived with the written agreement of the CRA and the Consultant. The waiver by either Party of a breach of any provision hereof shall not operate or be construed to operate as a waiver by such Party of any subsequent breach by the other Party of any provision hereof.

4.4 Indemnification. Except for the negligence or willful misconduct of Consultant, Client shall defend, indemnify, and hold harmless Consultant from any loss, damage, claim for damage, liability, expense or costs, including attorney's fees, which arise out of, or are in any way connected with performance of the Services pursuant to the terms of this Agreement. Except for the negligence or willful misconduct of the CRA, its officers, employees, agents, and volunteers.

4.5 Interpretation. Article titles and section headings contained herein are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

4.6 Partial Invalidity. Wherever possible, each provision hereof shall be interpreted in such manner as to be effective and valid under applicable law, but in the event that any one or more of the provisions contained herein are, for any reason, held to be invalid, illegal or unenforceable in any respect, such provision shall be ineffective to the extent, but only to the extent, of such invalidity, illegality or unenforceability without invalidating the remainder of such invalid, illegal or unenforceable provision or provisions or any other provisions hereof, unless such a construction would be unreasonable. In the event that any provision of this Agreement shall be deemed to exceed the limits permitted by any applicable law, the provisions set forth herein shall be reformed to the extent necessary to make them reasonable and enforceable.

4.7 Independent Contractor Relationship. The Consultant's relationship to the CRA shall be work-for-hire and that of an independent contractor. Nothing in this Agreement shall be construed to create any partnership, joint venture, employer-employee, or agency relationship between the CRA and the Consultant and the Consultant shall not represent to any third party that any such relationship exists. The Consultant hereby acknowledges and agrees that the Consultant shall have no authority to enter contracts, agreements or understandings that bind the CRA or otherwise create obligations on the part of the CRA.

4.8 Governing Law. This Agreement and the rights of the Parties hereunder shall be interpreted in accordance with the laws of the State of Florida, and all rights and remedies shall be governed by such laws without regard to principles of conflict of laws.

4.9 No Strict Construction. The language used in this Agreement shall be deemed to be the language chosen by the Parties to express their mutual intent. No rule of strict construction shall be applied against either the CRA or the Consultant.



4.10 Entire Agreement. This Agreement contains the entire understanding between the Parties and shall supersede any and all prior and contemporaneous oral and written agreements between the Parties.

4.11 Survival. The obligations of the Parties that, by their nature, extend past the effective date of termination shall survive the termination of this Agreement.

4.12 Execution in Counterparts. This Agreement may be executed in multiple counterparts, each of which shall be considered an original instrument, but both of which together shall be considered one and the same instrument.

4.13 Authorization. The undersigned signatories are fully authorized by CRA and Consultant, respectively, to bind the Parties to the terms of this Agreement.

4.14 No Guaranteed Result. The CRA acknowledges and agrees that the Consultant does not have control over third-party decision makers, and therefore Consultant makes no representations, warranties, or guarantees that it can achieve any particular results. Consultant shall act in good faith toward the performance of its Services, as defined further in Exhibit A.

4.15 Legal Counsel. The Parties specifically and expressly acknowledge that they have sought and obtained independent legal representation and advice from counsel of their own selection before executing this Agreement or have elected to waive such legal representation or advice, and clearly understand and assent to all the terms and provisions herein, with each of them executing this Agreement freely and voluntarily.

4.16 Confidentiality. In the course of performance of this Agreement, the CRA will share confidential information with Consultant. Consultant shall maintain any such information in the strictest of confidence. Confidential information shall only be used for the purposes of performing services on behalf of the CRA. Consultant shall limit its sharing of information to only those employees, directors, and officers who have a specific need to know for the purpose of performing the Services to the CRA. The restrictions on confidential information shall not apply to information that is, or becomes a part of, the public domain through no fault of Consultant.

4.17 Performance of Duties. Notwithstanding any other term or condition in this Agreement, the CRA specifically acknowledges that Consultant has other clients and/or outside employment. The Consultant shall have control over the time and manner of performing its duties described in Exhibit A, and Consultant shall make available such time as it, in its sole discretion, shall deem appropriate for the performance of its duties under this Agreement. However, Consultant shall use reasonable efforts to perform said Services in as expeditious a manner as possible.



4.18 Additional **Stipulation**. The Parties also stipulate and confirm that all terms and provisions of this Agreement are valid, fair and reasonable, and serve as equitable, fair and reasonable consideration with regard to the Services to be provided hereunder and the value provided and received or contemplated herein.

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IN WITNESS WHEREOF, the Parties have entered into this Consultancy Agreement as of the date first written above written, in accordance with the terms and provisions herein.

West Perrine Community Redevelopment Agency

By: _____

Krystal Patterson
Executive Director

Achievement Consulting Group, Inc.

By: _____

Larry M. Spring, Jr., CPA
President



EXHIBIT A

Services

The Consultant agrees to assist the CRA with providing consultancy services to the Naranja Lakes Community Redevelopment Agency ("CRA"), as reasonably requested by the CRA Executive Director. The Consultant's responsibilities under this Agreement may include but will not necessarily be limited to:

1. Assist the Executive Director develop and implement debt financing strategy of CRA's future revenues necessary to fund projects in the redevelopment plan.
2. Prepare and deliver presentation and reports necessary to fulfill the CRA's debt financing goals and objectives.
3. Assist the Executive Director with general finance/budget management services, including but not limited to preparation of annual budget and budget analysis, preparing and presenting finance statements, etc.

The CRA may, at its sole discretion, request that Consultant perform services that go beyond the Services outlined in Exhibit A. Written authorization will be required prior to Consultant's performance of any additional services.