



REQUEST FOR PROPOSALS (RFP)
EVENT No.: EPP0000010
EVENT TITLE: CRA EXECUTIVE DIRECTOR AND ECONOMIC DEVELOPMENT SERVICES

PRE-PROPOSAL CONFERENCE TO BE HELD:

October 9, 2026, at 2:00 PM (local time)
111 NW 1st Street, 13th Floor, Conf. Rm. A,
Miami, Florida 33128

ISSUED BY MIAMI-DADE COUNTY:
Strategic Procurement Department
(Through the Expedited Purchasing Program)
for
Naranja Lakes Community Redevelopment Agency

MIAMI-DADE COUNTY CONTACT FOR THIS SOLICITATION:

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PROPOSALS DUE: SEE INFORMS

IT IS THE POLICY OF MIAMI-DADE COUNTY (COUNTY) THAT ALL ELECTED AND APPOINTED COUNTY OFFICIALS AND COUNTY EMPLOYEES SHALL ADHERE TO THE PUBLIC SERVICE HONOR CODE (HONOR CODE). THE HONOR CODE CONSISTS OF MINIMUM STANDARDS REGARDING THE RESPONSIBILITIES OF ALL PUBLIC SERVANTS IN THE COUNTY. VIOLATION OF ANY OF THE MANDATORY STANDARDS MAY RESULT IN ENFORCEMENT ACTION. (SEE IMPLEMENTING ORDER 7-7)

Electronic Proposal responses to this RFP are to be submitted through a secure mailbox at Integrated Financial Resources Management System (INFORMS) until the date and time as indicated in this document. It is the sole responsibility of the Proposer to ensure its Proposal reaches INFORMS before the Solicitation closing date and time. There is no cost to the Proposer to submit a Proposal in response to a Miami-Dade County Solicitation via INFORMS. Electronic Proposal submissions may require the uploading of electronic attachments. The submission of attachments containing embedded documents or proprietary file extensions is prohibited. All documents should be attached as separate files. Proposers must allow sufficient time to complete online forms and upload all Proposal documents. All information and documents must be fully entered, uploaded, acknowledged ("Confirm") and recorded into INFORMS before the date and time of the INFORMS Solicitation End Date, or the system will **stop** the process and the submission will be considered late and will not be accepted. No part of a Proposal can be submitted via hardcopy, email, or fax. All expenses involved with the preparation and submission of Proposals to the County, or any work performed in connection therewith, shall be borne by the Proposer(s).

A Proposer may submit a modified Proposal to replace all or any portion of a previously submitted Proposal up until the Proposal due date. The County will only consider the latest version of the Proposal.

Requests for additional information or inquiries must be made in writing and submitted using the question/answer feature provided by **INFORMS** at <https://supplier.miamidade.gov>. The County will issue responses to inquiries and any changes to this Solicitation it deems necessary via written addenda issued prior to the Proposal due date and time (see Mandatory Online Forms and Addendum Acknowledgement Section of INFORMS site). Proposers who obtain copies of this Solicitation from sources other than through INFORMS risk the possibility of not receiving addenda and are solely responsible for those risks.

If you submit your proposal and subsequently an Addendum is issued, failure to resubmit the proposal by clicking on the "Submit Proposal" button, after acknowledging Addenda or making any edits to your proposal in INFORMS, will result in your proposal not being received by the County.

1.0 PROJECT OVERVIEW AND GENERAL TERMS AND CONDITIONS

1.1 Introduction

Miami-Dade County, hereinafter referred to as the County, as represented by the Miami-Dade County Strategic Procurement Department on behalf of the Naranja Lakes Community Redevelopment Agency, and the Office of Management and Budget, hereinafter referred to as the CRA or Agency, is soliciting Proposals from qualified firms/companies to provide executive director services, inclusive of economic development services, in connection with the implementation of the CRA's Redevelopment Plan. The selected Proposer shall serve as the CRA Executive Director and provide Economic Development Services and will be responsible for planning and organizing the implementation of projects, grant coordinating, administering community redevelopment activities, current and long-range planning, real estate, and lands acquisition activities as well as development of planning and economic programs, and implementation of strategies to promote and support growth, expansion, and retention of business while eliminating slum and blight within the redevelopment area.

The CRA objectives in conjunction with the implementation of the CRA's Redevelopment Plan include, in varying degrees, many facets of the Agency's goals including providing residents and businesses economic assistance and the removal of slum and blight. The efforts of the selected Proposer will help manage the day-to-day operations of the Agency by planning and organizing the implementation of the redevelopment plan.

The County anticipates awarding a contract for a one-year period, with four one-year options to renew.

The anticipated schedule for this Solicitation is as follows:

Pre-Proposal Conference: See below

Should you need an ADA accommodation to participate in a Pre-Proposal Conference (i.e., materials in alternate format, sign language interpreter, etc.), please contact SPD's ADA Coordinator five days prior to scheduled conference to initiate your request. The ADA Coordinator may be reached by phone at (305) 375-3088 or via email at: Mariela.Massarotti@miamidade.gov. TTY users may reach the ADA Office by calling the Florida Relay Service at 711.

Deadline for Receipt of Questions:

See INFORMS

Proposal Due Date:

See INFORMS

Evaluation Process:

November/December 2026

Projected Award Date:

November/December 2026

1.2 Definitions

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

1. The words "Agency" or "CRA" to mean the Naranja Lakes Community Redevelopment Agency.
2. The word "Contractor" to mean the Proposer that receives any award of a contract from the Agency as a result of this Solicitation, also to be known as "the prime Contractor".
3. The word "County" to mean Miami-Dade County, a political subdivision of the State of Florida.
4. The words "Joint Venture" to mean an association of two or more persons, partnerships, corporations, or other business entities under a contractual agreement to conduct a specific business enterprise for a specified period with both sharing profits and losses. The Joint Venture must be a legally formed entity prior to Proposal submission.
5. The words "Licensed Software" to mean the software component(s) provided pursuant to the Contract.

6. The word "Proposal" to mean the properly signed and completed written good faith commitment submitted by the Proposer in response to this Solicitation, as amended or modified through negotiations.
7. The word "Proposer" to mean the person, firm, entity or organization, as stated on the Submittal Form, submitting a Proposal to this Solicitation.
8. The word "Responsible Proposer" shall refer to a Proposer that has the capability in all respects to fully perform the contract requirements and the integrity and reliability that will assure good faith performance.
9. The words "Responsive Proposer" shall refer to a Proposer that has submitted a Proposal that conforms in all material aspects to the Solicitation.
10. The words "Review Team" to mean the group of individuals who are tasked with reviewing, evaluating and scoring the Proposals submitted in response to this RFP.
11. The words "Scope of Services" to mean Section 2.0 of this Solicitation, which details the work to be performed by the Contractor.
12. The word "Solicitation" to mean this Request for Proposals (RFP) or Request for Qualifications (RFQ) document, and all associated addenda and attachments.
13. The word "Subcontractor" to mean any person, firm, entity or organization, other than the employees of the Contractor, who contracts with the Contractor to furnish labor, or labor and materials, in connection with the Services to the Agency, whether directly or indirectly, on behalf of the Contractor.
14. The words "Work", "Services", "Program", or "Project" to mean all matters and things that will be required to be done by the Contractor in accordance with the Scope of Services, and the terms and conditions of this Solicitation.

1.3 General Proposal Information

Pursuant to Florida Statutes Section 287.05701, Proposers are hereby notified that the Agency will not request documentation of, or consider, the social, ideological or political interests of a Proposer when determining if a Proposer is a responsible vendor nor will the Agency give preference to a Proposer based on the Proposer's social, ideological or political interests.

The Agency may, at its sole and absolute discretion, reject any and all or parts of any or all Proposals; accept parts of any and all Proposals; further negotiate project elements including but not limited to project fees, revenues or pricing; postpone or cancel at any time this Solicitation process; or waive any irregularities in this Solicitation or in the Proposals received as a result of this process. In the event that a Proposer wishes to take an exception to any of the terms of this Solicitation, the Proposer shall clearly indicate the exception in its Proposal. The Agency shall treat the Proposer's inclusion of exceptions, assumptions or alternate terms in the Proposal as requests to negotiate project elements, and the inclusion of same shall not result in the Proposal being deemed non-responsive. The Agency is not bound to accept any exceptions, assumptions or alternates during negotiations, and the Agency shall consider a Proposal submitted to be an offer to supply goods or services in strict compliance with the terms of this Solicitation. Exceptions, assumptions or alternates may be considered by the Agency during negotiations to the extent such exceptions, assumptions or alternates do not materially change any provision of the Solicitation. The County reserves the right to request and evaluate additional information from any Proposer regarding Proposer's responsibility after the submission deadline as the County deems necessary.

The Proposer's Proposal will be considered a good faith commitment by the Proposer to negotiate a contract with the Agency, in substantially similar terms to the Proposal offered and, if successful in the process set forth in this Solicitation and subject to its conditions, to enter into a Contract substantially in the terms herein. Proposer's Proposal shall be irrevocable until Contract award unless the Proposal is withdrawn. A Proposal may be withdrawn in writing only, addressed to the County contact person for this Solicitation, prior to the Proposal due date and time, or upon the expiration of one hundred eighty (180) calendar days after the opening of Proposals.

As further detailed in the Submittal Form, Proposers are hereby notified that all information submitted as part of, or in support of Proposals will be available for public inspection after opening of Proposals, in compliance with Chapter 119, Florida Statutes, (the "Public Record Law")

Any Proposer who, at the time of Proposal submission, is involved in an ongoing bankruptcy as a debtor, or in a reorganization, liquidation, or dissolution proceeding, or if a trustee or receiver has been appointed over all or a substantial portion of the property of the Proposer under federal bankruptcy law or any state insolvency law, may be found non-responsible.

To request a copy of any code section, resolution and/or administrative/implementing order cited in this Solicitation, contact the Clerk of the Board at (305) 375-5126, Monday- Friday, 8:00 a.m. – 4:30 p.m.

1.4 Cone of Silence

Pursuant to Section 2-11.1(t) of the Code of Miami-Dade County, as amended (the "Code"), a "Cone of Silence" is imposed upon each RFP or RFQ after advertisement and terminates at the time a written recommendation is issued. The Cone of Silence prohibits any communication regarding RFPs or RFQs between, among others:

- potential Proposers, service providers, lobbyists or consultants **and** the County's or Agency's professional staff including, but not limited to, the County Mayor and the County Mayor's staff, County Commissioners or their respective staffs;
- the County Commissioners or their respective staffs **and** any member of the County's or the Agency's professional staff, other than any professional staff member who is designated by the County Mayor to engage in such communications; or
- potential Proposers, service providers, lobbyists or consultants, any member of the County's or the Agency's professional staff, the Mayor, County Commissioners or their respective staffs **and** any member of the respective Competitive Selection Committee.

The provisions do not apply to, among other communications:

- oral communications with the staff of the Vendor Outreach and Support Services Section, the responsible Procurement Contracting Officer (designated as the County's or Agency's contact on the face of the Solicitation), provided the communication is limited strictly to matters of process or procedure already contained in the Solicitation document;
- oral communications at pre-Proposal conferences and oral presentations before Competitive Selection Committees during any duly noticed public meeting, public presentations made to the Board of County Commissioners (the "Board") or the Agency's board of commissioners during any duly noticed public meeting;
- recorded contract negotiations and contract negotiation strategy sessions; or
- communications in writing at any time with any County or Agency employee, official or member of the Board of County Commissioners or the Agency's board of commissioners unless specifically prohibited by the applicable RFP or RFQ documents.

When the Cone of Silence is in effect, all potential vendors, service providers, bidders, lobbyists and consultants shall file a copy of any written correspondence concerning the particular RFP or RFQ with the Clerk of the Board, which shall be made available to any person upon request. The County, on behalf of the Agency, shall respond in writing (if County or Agency deems a response is necessary) and file a copy with the Clerk of the Board, which shall be made available to any person upon request. Written communications may be in the form of e-mail, with a copy to the Clerk of the Board at clerkbcc@miamidade.gov.

All requirements of the Cone of Silence policies are applicable to this Solicitation and must be adhered to. Any and all written communications regarding the Solicitation are to be submitted only to the Procurement Contracting Officer with a copy to the Clerk of the Board. The Proposer shall file a copy of any written communication with the Clerk of the Board. The Clerk of the Board shall make copies available to any person upon request.

1.5 Communication with Competitive Review Team Members

Proposers are hereby notified that direct communication regarding this Solicitation, written or otherwise, to individual Review Team Members or, to the Review Team as a whole, **are expressly prohibited**. Any oral communications with Review Team Members other than as provided in Section 2-11.1 of the Code, are prohibited.

1.6 Pre-Proposal Conference

Proposers are strongly encouraged to attend the Pre-Proposal Conference to understand any conditions that could impact the services provided. They should carefully review the solicitation requirements and ensure they are fully aware of all conditions that may affect the work under the contract. No allowances will be made for a lack of knowledge regarding these conditions.

The Pre- Proposal Conference has been scheduled as follows:

The Pre-Proposal Conference will be held on Friday, October 9, 2026, at 2:00 PM (EST) via TEAMS or in-person.

Virtually:

<https://teams.microsoft.com/meet/243853426507927?p=jaa4NlrU1ln6pkImI3>

Meeting ID: 243 853 426 507 927

Passcode: 3Z8ky2gF

By phone:

786-628-2782

Conference ID: 123 280 538

In-person:

Miami-Dade Strategic Procurement Department

111 NW 1st Street, 13th Floor

Conference Room A

Miami, Florida 33128

Proposers are requested to arrive or log on promptly as the meeting will start on time, and to have access to or a copy of the Solicitation on hand during the Pre-Proposal Conference. The Cone of Silence does not apply to this meeting, allowing for any questions to be addressed with representatives from Miami-Dade County. This is a public meeting, and multiple members of individual community councils may be present. The County is not responsible for any costs incurred by potential Proposers to attend the Pre-Proposal Conference.

1.7 Public Entity Crimes

Pursuant to Paragraph 2(a) of Section 287.133 of the Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a Proposal for a contract to provide any goods or services to a public entity; may not submit a Proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit Proposals on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in Section 287.017 of the Florida Statutes for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

1.8 Lobbyist Contingency Fees

- a) In accordance with Section 2-11.1(s) of the Code, after May 16, 2003, no person may, in whole or in part, pay, give or agree to pay or give a contingency fee to another person. No person may, in whole or in part, receive or agree to receive a contingency fee.
- b) A contingency fee is a fee, bonus, commission or non-monetary benefit as compensation which is dependent on or in any way contingent upon the passage, defeat, or modification of: 1) any ordinance, resolution, action or decision of the County Commission; 2) any action, decision or recommendation of the County Mayor or any County board or committee; or 3) any action, decision or recommendation of any County personnel during the time period of the entire decision-making process regarding such action, decision or recommendation which foreseeably will be heard or reviewed by the County Commission or a County board or committee.

1.9 Collusion

In accordance with Section 2-8.1.1 of the Code, where two (2) or more related parties, as defined herein, each submit a Proposal for any contract, such Proposals shall be presumed to be collusive. The foregoing presumption may be rebutted by the presentation of evidence as to the extent of ownership, control and management of such related parties in preparation and submittal of such Proposals. Related parties shall mean Proposer, the principals, corporate officers, and managers of the Proposer; or the spouse, domestic partner, parents, stepparents, siblings, children or stepchildren of a Proposer or the principals, corporate officers and managers thereof which have a direct or indirect ownership interest in another Proposer for the same contract or in which a parent company or the principals thereof of one Proposer have a direct or indirect ownership in another Proposer for the same contract. Proposals found to be collusive shall be

rejected. Proposers who have been found to have engaged in collusion may be considered non-responsible, and may be suspended or debarred, and any contract resulting from collusive bidding may be terminated for default.

1.10 Contracting with Entities of Foreign Countries of Concern Prohibited

By submitting a proposal or otherwise entering into, a contract under this Solicitation, the Proposer affirms that it is not in violation of Section 287.138, Florida Statutes (F.S.) titled Contracting with Entities of Foreign Countries of Concern Prohibited. Proposer further affirms that it is not giving a government of a foreign country of concern, as listed in Section 287.138, F.S., access to an individual's personal identifying information if: a) the Proposer 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 Proposer; or c) the Proposer is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Paragraphs 2(a)–(c) of Section 287.138, F.S.

This affirmation by the Proposer shall be in the form attached to this Solicitation as **Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit**.

1.11 Expedited Purchasing Program

Pursuant to Section 2-8.1.6 of the Code, the County created the Expedited Purchasing Program (EPP). Due to the expedited nature of County projects issued under the EPP, prospective Proposers should anticipate a shortened Solicitation timeline for submission of Proposals. Technical, professional and legal staff may be used to determine best value as set forth in the Solicitation documents without the need to utilize the formal Competitive Selection Committee process established by the County. The County Mayor's or designee's written recommendation to award a contract under the EPP shall be sufficient to commence the bid protest period and terminate the Cone of Silence. Any legislation contrary to the provisions of the EPP shall be deemed suspended or amended as necessary to give effect to the intent of this Program.

1.12 Purpose Driven Procurement Practices

The County is committed to responsible stewardship of resources. To the extent allowed by law, the County will continue to explore and pursue purpose driven procurement, development and business practices that: (a) are environmentally friendly; (b) foster and integrate local community benefits including, opportunities for local and small business participation, internships, job fairs, mentorship, vocational and technical training; (c) support safe and fair labor practices and ethical behavior, and (d) maximize fiscally responsible "high value, high impact" actions.

1.13 Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

By entering into, amending, or renewing a contract under this Solicitation, the Proposer affirms that it does not use coercion for labor or services and complies with the provisions of Section [787.06](#), Florida Statutes ("F.S."), "Human Trafficking. This attestation by the Proposer shall be in the form attached to this Solicitation as the **Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit**.

2.0 SCOPE OF SERVICES

2.1 Background

In order to eliminate and prevent the spread of blighted conditions and stimulate and support the redevelopment of the Naranja Lakes area, the Naranja Lakes Community Redevelopment Agency (CRA or Agency) was created and its Board of Commissioners (Board) appointed by the Miami-Dade County Board of County Commissioners (Board), pursuant to Chapter 163, Part III, Florida Statutes. On July 21, 1998, the Board adopted Resolution No. R-847-98, declaring a geographical redevelopment area in south Miami-Dade County as slum and blight.

The Agency was created by the Board pursuant to Ordinance No. 02-216 adopted on October 22, 2002. The ordinance also appointed the Agency's board of commissioners and delegated the power to the Agency to prepare a Redevelopment Plan (plan). On May 6, 2003, the Board adopted Resolution No. R-418-03, approving the plan, and funded the plan by adopting Ordinance No. 03-106, which created the trust fund for the Agency and the redevelopment area. Resolution No. R-855-03, adopted by the Board on July 22, 2003, approved the interlocal cooperation agreement granting the Agency certain redevelopment powers. On March 8, 2016, the Board adopted Resolution No. R-187-16 accepting the Finding of Necessity declaring an area of 3,060 acres as slum and blight. On January 23, 2018, the Board also adopted Resolution No. R-13-18, amending the Plan, which expanded the Area, defined general redevelopment strategies

for the new and existing Area, and approved the First Amendment to the Interlocal. On April 9, 2019, the Board adopted Resolution No. R-350-19 correcting the boundary description of the expanded redevelopment area described in Resolutions No. R-187-16, R-13-18, and the first amendment to the interlocal. On September 3, 2025, the Board adopted Resolution No. R-823-25 accepting a Finding of Necessity declaring an additional area of 628 acres as slum and blight. Furthermore, on March 3, 2026, the Board adopted Resolution No. R-145-26 designating the Board as the board of commissioners of the CRA transferring all rights, powers, duties, and liabilities previously vested in the Naranja Lakes CRA to the Board.

The CRA is administered in accordance with the governing actions of the Board and applicable provisions of Chapter 163, Part III, Florida Statutes. The selected Proposer shall recognize that the Board, acting in its capacity with respect to the CRA, retains all governmental and policymaking authority vested in it by law. The selected Proposer shall provide recommendations, professional advice, administrative support, project coordination, and implementation assistance but shall not independently exercise any power reserved by law to the CRA or the Board.

The Redevelopment Plan adopted in 2018 established goals for the Agency to accomplish including:

1. Create a thriving CRA through public-private partnerships to encourage a quality retail, restaurant, cultural, and business environment serving Naranja area residents and visitors.
2. Create viable Commercial Corridors within the CRA by encouraging and facilitating sound real estate acquisition, assemblage, development and Public Private Partnerships.
3. Work with Miami-Dade County to support and recruit “target” commercial, cultural and light industrial uses/industries within the CRA.
4. Incorporate the Cultural Arts as a critical component of Economic Development by connecting cultural assets to event strategies.
5. Reposition the Naranja area through Branding & Marketing initiatives to recruit new targeted uses/industries, retain existing businesses, improve the quality of life, attract additional customers and reduce slum and blight within the CRA.
6. Coordinate CRA, County, State & federally funded Public Improvements within Naranja’s commercial areas. During the process, push for best practice systems, resources, and providers.
7. Support Neighborhood Improvement initiatives to reduce slum and blight conditions in residential neighborhoods, including crime prevention efforts.
8. Work with the private sector to create and maintain a “Healthy Mix” of Affordable, Workforce, Market Rate, Luxury, and Mixed-Income Housing.
9. Work with the Miami-Dade County to encourage development and renovation of Affordable, Workforce, and Mixed-Income Housing.
10. Encourage safe, convenient, efficient and effective motorized and alternative-means transportation and transit systems throughout Naranja.
11. Create efficient and attractive parking to support retail, restaurant, cultural, office and industrial facilities within the redevelopment area.
12. Encourage and support sound and redevelopment-friendly Land Development Regulations within the CRA.
13. Use Powers of Borrowing, Land Acquisition & Disposition to further CRA Redevelopment Goals & Initiatives.
14. Provide Economic Incentives and other support to projects that further CRA Redevelopment Goals & Initiatives.

The Naranja Lakes CRA (refer to Attachment 1, Naranja Lakes CRA Redevelopment Map) is in the southeastern portion of Miami-Dade County. Its general boundaries are on the north by SW 232 Street, bounded on the east by SW 122 Avenue and the Florida Turnpike, on the south by SW 296 Street and on the west by South Dixie Hwy.

Additional information about the CRA, including the Agency's Redevelopment Plan and programs can be obtained online: <https://www.miamidade.gov/global/government/boards/naranja-lakes-cra.page>

2.2 Services to be Provided

The role of the selected Proposer involves a combination of administrative, financial, and strategic responsibilities, which are further detailed below

2.2.1 Executive Director Services

The selected Proposer shall provide executive director services that include, but are not limited to, the following:

- a) Planning and organizing the implementation of projects, grant coordination, and community development activities and other related programs;
- b) Managing current and long-range planning, real estate, and lands activities;
- c) Conducting business outreach activities, develop planning and economic programs and provide professional project management;
- d) Implementing strategies to promote and support growth, expansion, and retention of business;
- e) Targeting code compliance violations;
- f) Developing, researching and maintaining public planning studies and programs which involve technical and creative responsibility, conducting research, and preparing detailed studies on land use, zoning, conservation, housing, transportation, population, coastal management, historic preservation, urban design, community redevelopment, and other areas of comprehensive planning activities;
- g) Planning, initiating, and directing programs and projects for the physical and economic improvement of the redevelopment area, including capital projects, dissemination of informational projects relating to redevelopment efforts, preparation of annual budget, and represent the CRA at committees and meetings of the Board of County Commissioners;
- h) Providing professional executive, administrative, economic development, planning, coordination, contract management, negotiation and management of the Tax Increment Financing (TIF) and grant agreements issued by the Agency, and advisory services to the CRA; and
- i) Coordinating the CRA meetings, preparing and communicating agendas, and preparation of the budgets and annual reports. The selected Proposer shall consult with the CRA's attorneys on each of these matters.

The selected Proposer shall act at all times subject to applicable law, the CRA's Redevelopment Plan, the approved CRA budget, applicable County policies and procedures, and the direction and authorization of the CRA and its designated representatives. The selected Proposer shall have no authority to enter into contracts, incur indebtedness, expend Agency funds, acquire or dispose of real property, make grants or loans, or otherwise bind the Agency except to the extent expressly authorized in writing by the Agency and permitted by applicable law. Additionally, the selected Proposer's responsibilities are administrative, managerial, professional, advisory, and coordinative in nature and shall not be construed to confer independent governmental authority upon the selected Proposer.

Nothing in this Scope of Services or any resulting Contract shall be construed as delegating to the selected Proposer any governmental power, legislative authority, regulatory authority, or other governmental authority vested by law in the CRA, the Board of County Commissioners, or Miami-Dade County.

2.2.2 Economic Development Services

The selected Proposer shall provide economic development services including, but not limited to:

- a) Business recruitment, retention, and expansion;
- b) Outreach to existing businesses and property owners;
- c) Identification and cultivation of prospective businesses, developers, investors, and development partners;
- d) Identification of commercial and redevelopment opportunities;

- e) Maintenance of a development and economic opportunity pipeline;
- f) Identification of public-private partnership opportunities;
- g) Coordination with County departments concerning development and redevelopment projects;
- h) Identification of grants, incentives, and other funding opportunities;
- i) Assistance with grant applications and administration;
- j) Assistance in developing economic development programs and strategies;
- k) Marketing and branding initiatives consistent with Agency direction;
- l) Identification of impediments to redevelopment and recommendations for addressing such impediments; and
- m) Preparation of periodic reports concerning economic development activities and measurable outcomes.

2.2.3 Community Engagement

The selected Proposer shall establish and maintain an ongoing community engagement program designed to facilitate communication among the Agency, residents, businesses, property owners, developers, community organizations, governmental agencies, and other stakeholders. The selected Proposer shall attend and facilitate community meetings as requested by the CRA, document significant concerns and opportunities identified through community engagement, and provide recommendations to the CRA regarding appropriate responses and actions.

2.2.4 Redevelopment Project Pipeline

The selected Proposer shall establish and maintain a current redevelopment and economic development project pipeline identifying, as applicable:

- a) Active redevelopment projects;
- b) Proposed development projects
- c) Prospective developers and investors;
- d) Available or potentially available properties;
- e) County-owned properties that may present redevelopment opportunities
- f) Prospective businesses;
- g) Projects requiring interdepartmental coordination
- h) Projects requiring Agency or Board action;
- i) Stalled or delayed projects; and
- j) Potential CRA-funded projects.

The selected Proposer shall provide the Agency with a current pipeline report at intervals established by the Agency.

2.3 Deliverables

Within sixty (60) days after commencement of the Contract, the selected Proposer shall submit to the CRA for approval an annual Executive Director and Economic Development Work Program identifying specific projects, activities, milestones, anticipated completion dates, responsible personnel, and measurable performance objectives. The Work Program shall be consistent with the CRA's Redevelopment Plan, approved budget, applicable County policies, and direction of the CRA. The selected Proposer shall provide quarterly reports documenting progress toward the approved Work Program, including, as applicable:

- a) Businesses contacted, recruited, retained, or assisted;
- b) Developers and investors contacted;
- c) Development and redevelopment projects advanced;
- d) Real estate opportunities identified;
- e) Grants and funding opportunities identified;
- f) Grant applications submitted;
- g) Public-private partnerships pursued
- h) Community engagement activities conducted;
- i) Projects requiring County or governmental coordination;
- j) Redevelopment impediments identified and addressed;
- k) Funding leveraged or identified; and

- l) Other performance measures established by the Agency.

2.4 Reporting

The selected Proposer shall establish and maintain an organized electronic system for tracking CRA projects, development opportunities, businesses, property owners, developers, grants, contracts, studies, reports, correspondence, project status, funding sources, performance measures, and other information reasonably necessary to administer the Services. All CRA records and information shall be maintained in accordance with applicable public records requirements and shall be provided to the Agency upon request and upon expiration or termination of the Contract.

When subcontractors or sub-consultants are utilized by the selected Proposer to fulfill the Services, the selected Proposer shall be required to file quarterly reports as to the amount of contract monies received from the CRA and the amounts thereof that have been paid directly to Miami-Dade County certified Small Business Enterprises (SBE) performing part of the contract work. Additionally, the subcontractors or sub-consultants are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, these requirements shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

2.5 Local Office Requirement

The selected Proposer shall maintain a bona fide, physical business office located within Miami-Dade County within the five mile radius of the Naranja Lakes Community Redevelopment Area. The office shall be operational and staffed by the selected Proposer and shall be available for use in connection with the performance of the Services. A post office box, virtual office, mail-drop location, or address used solely for purposes of satisfying this requirement shall not qualify.

The qualifying office shall be maintained throughout the term of the resulting Contract, including any renewal or extension periods. Any proposed relocation of the qualifying office shall require prior written notice and approval by the Agency. For purposes of this requirement, the five (5) mile radius shall be measured from the boundary of the Naranja Lakes Community Redevelopment Area using the methodology specified by the Agency.

2.6 Transition Plan

Within thirty (30) days after commencement of the Contract, the selected Proposer shall conduct an organizational and programmatic transition review of the Agency's existing projects, contracts, budgets, studies, plans, grants, property matters, pending actions, and other relevant matters. The selected Proposer shall prepare a written transition report identifying outstanding matters, critical deadlines, immediate priorities, potential risks, recommended actions, and proposed priorities for the first ninety (90) days.

2.7 Additional Services

The Agency may require the selected Proposer to provide additional services that are related to but not included in the Scope of Services for Executive Director and Economic Development Services. All additional service requests shall be authorized by the Agency.

Note: The payment for Additional Services will be separate from the yearly fee for all other services stated in Sections 2.1 to 2.6 above.

3.0 RESPONSE REQUIREMENTS

3.1 Submittal Requirements

In response to this Solicitation, Proposer should **complete and return the entire Proposal Submission Package**. Proposers should carefully follow the format and instructions outlined therein. All documents and information must be fully completed and signed as required and submitted in the manner described. Nothing in this RFP shall in any way be utilized to request documentation relating to or authorizing consideration of a Proposer's social, political, or ideological interests when determining if the Proposer is a responsible vendor or give a preference to a Proposer based on the Proposer's social, political, or ideological interests.

The Proposal shall be written in sufficient detail to permit the County to conduct a meaningful evaluation of the proposed services. However, overly elaborate Proposals are not requested or desired.

Proposers are encouraged to access the links below to assist with submission of responses to the Solicitation.

Recorded eSupplier Workshop

[Link to recorded eSupplier workshop](#)

Password: q37%t+pG

Submit a Bid Job Aid

[Link to Job Aid on how to submit a bid](#)

4.0 EVALUATION PROCESS

4.1 Review of Proposals for Responsiveness

Each Proposal will be reviewed to determine if the Proposal is responsive to the submission requirements outlined in this Solicitation. A responsive Proposal is one which follows the requirements of this Solicitation, includes all documentation, is submitted in the format outlined in this Solicitation, is of timely submission, and has the appropriate signatures as required on each document. Failure to comply with these requirements may result in the Proposal being deemed non-responsive.

4.2 Evaluation Criteria

Proposals will be evaluated by a Review Team which will evaluate and rank Proposals on criteria listed below. The Review Team will be comprised of executives and professionals within the County, and may include professionals in the private sector, non-profit sector, or other governmental/quasi-governmental organizations, or retired executives with the appropriate experience and/or knowledge. The criteria are itemized with their respective weights for a maximum total of one hundred (100) points per Review Team member.

<u>Technical Criteria</u>	<u>Points</u>
1. Proposer's relevant experience, qualifications, and past performance	45
2. Relevant experience and qualifications of key personnel, including key personnel of Subcontractors, that will be assigned to this project, and experience and qualifications of Subcontractors	20
3. Proposer's approach to providing the Services requested in this Solicitation, including small and local business utilization	20
<u>Price Criteria</u>	<u>Points</u>
4. Proposer's proposed price	15

Any Proposer, whether a Joint Venture or otherwise, may proffer the experience or qualifications of its corporate parent, sister, or subsidiary (collectively "an Affiliated Company"). However, given the unique nature of individual corporate relationships, Proposers seeking to rely on the experience or qualifications of an affiliated company are advised that the Review Team shall have the discretion to determine what weight, if any, it wishes to give such proffered experience or qualification on a case-by-case basis. Review Team may base such decision on the particulars of the relationship between the Proposer and the Affiliated Company, as evidenced by the information and documentation provided in the Proposer Information Section, during Oral Presentations, or otherwise presented at the request of the Review Team.

Additionally, pursuant to County Resolution No. [R-321-23](#), the Review Team shall be provided with adverse findings or substantiated allegations within the past seven (7) years of the proposal submittal date (collectively "Reports") of the Miami-Dade Office of the Inspector General ("OIG") and/or the Miami-Dade County Commission on Ethics and Public Trust ("COE") regarding any Proposer and their proposed subcontractor(s) under deliberation by the Review Team to be considered in accordance with the evaluation of each applicable criteria identified in the Solicitation. In the event the OIG and/or COE issues Reports after the Review Team has scored and ranked the

Proposers, the County Mayor or County Mayor's designee may re-empanel the Review Team to consider if such Reports would change the rankings. If the Review Team determines that Reports would change the rankings of the Proposer(s) identified in the Reports, then the Review Team shall re-score the Proposer(s) identified in the Report solely based on the impact the information identified in the Report would have on the scoring of the Proposer(s) in accordance with the applicable criteria identified in the Solicitation, re-rank the Proposers, and submit a written justification for the revised rankings to the County Mayor or County Mayor's designee. Upon review of such re-ranking and the justification, the County Mayor or County Mayor's designee may accept or reject the revised rankings. The County Mayor shall, in any recommendation to the Board of County Commissioners, either attach all Reports issued by the OIG and/or the COE or provide a description of such Reports and a link to where such Reports may be viewed.

4.3 Oral Presentations

After evaluation of the Proposals on the criteria indicated above (Technical and Price), rating and ranking, the Review Team may choose to conduct an oral presentation with the Proposer(s) which the Review Team deems to warrant further consideration. In making this determination, the Review Team should consider whether a recommendation can be reached without oral presentations or whether there is a need for, or would be a benefit to, holding oral presentations. For instance, oral presentations may be needed to assist the Review Team to make its recommendation and/or to differentiate among the Proposer(s) remaining in consideration due to, among other factors, scores in clusters and/or a close competition. Oral presentations may also be beneficial if clarity on the Proposal(s) is needed or an explanation of the Proposal(s) would be helpful to the process and in scoring, especially on large and/or complex projects, as determined by the Review Team.

Pursuant to Resolution No. [R-208-25](#), if the contract fiscal impact is expected to exceed \$25,000,000 per year or \$25,000,000 in any year, then oral presentations are required to be held with the three highest-ranked Proposers or all proposers if three or less proposals are received. If the scoring differential between the two highest-ranked proposers exceeds ten percent (10%), then oral presentations shall be conducted at the option of the Competitive Selection Committee.

Unless otherwise advised by the County, oral presentations will only be used for the Proposer to present its Proposal and provide clarifications, if needed, and for the Review Team to ask questions. Proposals cannot be materially changed through oral presentations. Upon completion of the oral presentation(s), if any, the Review Team will re-evaluate, re-rate and re-rank the Proposals from the Proposer(s) invited to oral presentations based upon the written documents, and in consideration of any clarity gained from the oral presentation.

4.4 Selection Factor

This Solicitation includes a selection factor for Miami-Dade County Certified Small Business Enterprises (SBE's) as follows. A SBE is entitled to receive an additional ten percent (10%) of the total technical evaluation points on the technical portion of such Proposer's Proposal. Pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code, Proposer shall have all the necessary licenses, permits, registrations and certifications, to include SBE certification, to perform a commercially useful function in the provision of the type of goods and/or services required by this Solicitation. For certification information, contact Strategic Procurement Department at (305) 375-3111, visit <https://www.miamidade.gov/global/strategic-procurement/home.page>, and e-mail your inquiries directly to: Sbdcert@miamidade.gov.

The SBE must be certified by Proposal submission deadline, at contract award, and for the duration of the Contract to remain eligible for the preference. Firms that graduate from the SBE Program during the Contract term may remain on the Contract.

Any entity may enter into a Joint Venture with a Small Business Enterprise firm for the purposes of creating a Proposer to submit a Proposal in response to this Solicitation and receiving an SBE Selection Factor. Joint ventures will be considered as one entity by the County during the evaluation of the Proposal in response to this Solicitation. Joint ventures must be pre-approved by Strategic Procurement Department and meet the criteria as established in Implementing Order 3-41 and Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code for the purposes of receiving an SBE Selection Factor pursuant to this Section.

Whenever there are two best ranked Proposals that are substantially equal and only one of the two so ranked Proposals is submitted by a Proposer entitled to a selection factor, the selection factor shall be the deciding factor for award.

4.5 Local Certified Veteran Business Enterprise Preference

This Solicitation includes a preference for Miami-Dade County Local Certified Veteran Business Enterprises in accordance with Section 2-8.5.1 of the Code. "Local Certified Veteran Business Enterprise" or "VBE" is a firm that is (a) a local business pursuant to Section 2-8.5 of the Code and (b) prior to Proposal or bid submittal is certified by the State of Florida Department of Management Services as a veteran business enterprise pursuant to Section 295.187 of the Florida Statutes. A VBE that submits a Proposal in response to this Solicitation is entitled to receive an additional five percent of the evaluation points scored on the technical portion of such vendor's Proposal. If a Miami-Dade County Certified Small Business Enterprise (SBE) measure is being applied to this Solicitation, a VBE which also qualifies for the SBE measure shall not receive the veteran's preference provided in this section and shall be limited to the applicable SBE preference. At the time of Proposal submission, the firm must affirm in writing its compliance with the certification requirements of Section 295.187 of the Florida Statutes and submit this affirmation and a copy of the actual certification along with the Submittal Form.

4.6 Price Evaluation

The price Proposal will be evaluated subjectively in combination with the technical Proposal, including an evaluation of how well it matches Proposer's understanding of the Agency's needs described in this Solicitation, the Proposer's assumptions, and the value of the proposed services. The pricing evaluation is used as part of the evaluation process to determine the highest ranked Proposer. The Agency reserves the right to negotiate the final terms, conditions and pricing of the Contract as may be in the best interest of the Agency.

4.7 Local Preference

The evaluation of competitive Solicitations is subject to Section 2-8.5 of the Code, which, except where contrary to federal or state law, or any other funding source requirements, provides that preference be given to local businesses. If, following the completion of final rankings by the Review Team a non-local Proposer is the highest ranked responsive and responsible Proposer, and the ranking of a responsive and responsible local Proposer is within 5% of the ranking obtained by said non-local Proposer, then the highest ranked local Proposer shall have the opportunity to proceed to negotiations and the Review Team will recommend that a contract be negotiated with said local Proposer.

4.8 Negotiations

The Review Team will evaluate, score and rank Proposals, and submit the results of the evaluation to the County Mayor or designee with its recommendation. The County Mayor or designee will determine with which Proposer(s) the Agency shall negotiate, if any, through the approval of the Review Team Coordinator Report which will be shared through electronic means with all Proposers. The County Mayor or designee, at their sole discretion, may direct negotiations with the highest ranked Proposer, by taking into consideration Local Preference to determine whether to direct negotiations with the highest ranked local Proposer recommended by the Review Team pursuant to the Local Preference Section above, if any, **and/or** may request a better offer. In any event the Agency engages in negotiations with a Proposer and/or requests a better offer, the discussions may include price and conditions attendant to price.

Notwithstanding the foregoing, if the Agency and said Proposer cannot reach agreement on a contract, the Agency reserves the right to terminate negotiations and may, at the County Mayor's or designee's discretion, begin negotiations with the next highest ranked Proposer. This process may continue until a contract acceptable to the Agency has been executed or all Proposals are rejected. No Proposer shall have any rights against the County arising from such negotiations or termination thereof.

Any Proposer recommended for negotiations may be required to provide to the Agency:

- a) Its most recent certified business financial statements as of a date not earlier than the end of the Proposer's preceding official tax accounting period, together with a statement in writing, signed by a duly authorized representative, stating that the present financial condition is materially the same as that shown on the balance sheet and income statement submitted, or with an explanation for a material change in the financial condition. A copy of the most recent business income tax return will be accepted if certified financial statements are unavailable.
- b) Information concerning any prior or pending litigation, either civil or criminal, involving a governmental agency or which may affect the performance of the services to be rendered herein, in which the Proposer, any of its employees or subcontractors is or has been involved within the last three years.
- c) Disclosure of any lawsuits which include allegations of discrimination in the last ten years prior to date of Solicitation, the disposition of such lawsuits, or statement that there are NO such lawsuits, in accord with Resolution No. [R-828-19](#).

4.9 **Contract Award**

Any proposed contract, resulting from this Solicitation, will be submitted to the County Mayor or designee. All Proposers will be notified in writing of the decision of the County Mayor or designee with respect to contract award. The Contract award, if any, shall be made to the Proposer whose Proposal shall be deemed by the Agency to be in the best interest of the Agency. Notwithstanding the rights of protest listed below, the Agency's decision of whether to make the award and to which Proposer shall be final.

4.10 **Written Objection to Selection Committee Ranking/Scoring and Rights of Protest**

A recommendation for contract award may be protested by a Proposer in accordance with the procedures contained in Sections 2-8.3 and 2-8.4 of the Code and as established in Implementing Order No. 3-21. Bid protest procedures set forth in Implementing Order No. 3-21 shall not apply to any procurements conducted by the Strategic Procurement Department exclusively on behalf of the constitutional offices of Clerk of the Court and Comptroller, Property Appraiser, Sheriff, Supervisor of Elections, and Tax Collector pursuant to an interlocal agreement. For such procurements, the bid protest procedures, if any, shall be established by the respective constitutional office. Any question, issue, objection or disagreement concerning the rankings, scoring or recommendations of the Review Team shall be deemed waived by the Protestor and shall be rejected as a basis of a bid protest, unless it is brought by the Proposer to the attention of the Procurement Contracting Officer within five (5) workdays of receipt of notification of the Review Team Coordinator Report referenced above. The written objection shall state with particularity the basis of the objection and with sufficient information to allow the County's procurement professionals to consider, evaluate and address the issues raised in the objection promptly.

5.0 TERMS AND CONDITIONS

The Agency's **draft form of agreement** is attached. Proposers should review the document in its **ENTIRETY**. The terms and conditions summarized below are of special note and can be found in their entirety in the agreement:

a) **Supplier/Vendor Registration**

Prior to being recommended for award, the Proposer shall complete a Miami-Dade County Supplier/Vendor Registration Package. For online Supplier/Vendor registration, visit the **Supplier Portal**: <https://supplier.miamidade.gov>.

b) **Insurance Requirements**

The Contractor shall furnish to the County, Strategic Procurement Department, prior to the commencement of any work under any agreement, Certificates of Insurance which indicate insurance coverage has been obtained that meets the stated requirements.

c) **Inspector General Reviews**

In accordance with Section 2-1076 of the Code, the Office of the Inspector General may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise indicated. The fee for the audits is not applicable to this Contract.

6.0 ATTACHMENTS

Draft Form of Agreement

Proposal Submission Package, including:

- Proposer Information Section
- Web Forms in INFORMS
 - Submittal Form
 - Subcontracting Form
 - Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit
 - Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit
- Form 1 – Price Proposal Schedule
- Attachment 1: Naranja Lakes CRA Redevelopment Map

Proposer Information

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

Proposer's Experience and Past Performance

1. State the number of years that the Proposer has been in existence, the current number of employees, and the primary markets served. Note: It is preferred that the Proposer has been in business for the past five years.
2. Describe the Proposer's past performance and experience, highlighting experience that demonstrates Proposer has the qualifications to perform the Services requested in this Solicitation. Identify any prior work performed within or directly relating to the Naranja Lakes Community Redevelopment Area and any prior professional relationship with the CRA, Miami-Dade County, or governmental or community organizations serving the Area.
3. Provide a detailed description of at least three (3) comparable contracts that the Proposer has performed or is currently performing within the past five (5) years. In lieu of the comparable contracts from the Proposer, the County will consider the contractual experience from Proposer's proposed Subcontractor or proposed key personnel, in accordance with Resolution No. 1122-21.

For each engagement, identify:

- (i) the client,
- (ii) location,
- (iii) scope of services and how it demonstrates experience per below,
- (iv) contract amount and term,
- (v) Proposer's role and key personnel involved, and
- (vi) specific results or measurable accomplishments.

Comparable contracts should include composing, amending, implementing, and managing a redevelopment plan and/or economic development program for a CRA. Specifically identify projects that demonstrate experience most comparable to the responsibilities of the CRA Executive Director. At least two (2) of the three (3) comparable engagements should involve a community redevelopment agency, redevelopment authority, governmental entity, or substantially similar public-sector redevelopment program. Comparable experience should demonstrate experience in one or more of the following areas:

- Executive or administrative management of a community redevelopment agency or similar governmental redevelopment program;
- Implementation or management of a community redevelopment plan;
- Economic development and business recruitment, retention, and expansion;
- Real estate acquisition, disposition, assemblage, or development;
- Public-private partnerships;
- Grant development and administration;
- Tax increment financing or other redevelopment financing mechanisms;
- Community engagement and stakeholder coordination;
- Planning, zoning, land use, transportation, infrastructure, or redevelopment studies;
- Development and implementation of redevelopment projects; and
- Coordination with municipal, county, state, and federal governmental agencies.

4. List all contracts which the Proposer has performed for Miami-Dade County. The County will review all contracts the Proposer has performed for the County in accordance with Section 2-8.1(g) of the Miami-Dade County Code, which requires that "a Bidder's or Proposer's past performance on County Contracts be considered in the selection of Consultants and Contractors for future County Contracts." As such, the Proposer must list and describe all work performed for Miami-Dade County and include for each project: (i) name of the County Department which administers or administered the contract, (ii) description of work, (iii) total dollar value of

the contract, (iv) dates covering the term of the contract, (v) County contact person and phone number, (vi) statement of whether Proposer was the prime contractor or subcontractor, and (vii) the results of the project.

5. Identify all current contracts and professional engagements that could reasonably create a conflict of interest or compete for the time or attention of the proposed Executive Director or other key personnel.
6. Identify any current or recent representation or consulting relationship involving a developer, property owner, business, investor, governmental entity, or other person or entity that:
 - owns property within the Redevelopment Area;
 - is pursuing a development or redevelopment project within the Redevelopment Area;
 - may reasonably seek financial assistance or other assistance from the CRA; or
 - has a matter currently pending or reasonably foreseeable before the Agency.

Nothing herein shall be construed to prohibit a relationship that is permissible under applicable law; however, all such relationships must be fully disclosed and shall remain subject to the conflict-of-interest requirements of the County and Agency

7. List and describe all bankruptcy petitions (voluntary or involuntary) which has been filed by or against the Proposer, its parent or subsidiaries, predecessor organization(s), or any wholly owned subsidiary during the past three (3) years. Include in the description the disposition of each such petition.

Key Personnel and Subcontractors Performing Services

8. Provide an organization chart showing all key personnel, including their titles, to be assigned to this project. This chart must clearly identify the Proposer's employees and those of the subcontractors or subconsultants and shall include the functions to be performed by the key personnel. All key personnel includes all partners, managers, seniors and other professional staff that will perform work and/or services in this project.
9. Identify Subcontractors, if any. List the names and addresses of all first tier subcontractors, and describe the extent of work to be performed by each first tier subcontractor. Describe the experience, qualifications and other vital information, including relevant experience on previous similar projects, of the Subcontractors who will be assigned to this project.
10. Identify the key personnel who will be assigned to this contract. Please include: (i) names; (ii) titles; (iii) roles/functions to be performed; and (iv) copies of applicable certifications/accreditations. Describe the experience and qualifications that qualifies the key personnel to perform the services as specified in Section 2.0 – Scope of Services, including relevant experience on previous similar contracts.
11. Provide resumes of key personnel, if available, with job descriptions who will be assigned to this contract. Resumes should be limited to 2 pages.
12. Provide at least three (3) professional references for the individual proposed as Executive Director. At least one reference should relate to services performed for a governmental entity, community redevelopment agency, redevelopment authority, or substantially similar public-sector organization. Each reference shall include: (i) the client's name, (ii) organization, (iii) telephone number and e-mail address, (iv) nature of services provided, (v) dates of service, and (vi) a brief description of the Executive Director's responsibilities performed.

Note: After proposal submission, but prior to the award of any contract issued as a result of this Solicitation, the Proposer has a continuing obligation to advise the County of any changes, intended or otherwise, to the key personnel identified in its proposal.

Proposed Approach to Providing the Services

13. Describe the proposed approach to meeting the local office requirement pursuant to the RFP, Section 2.5, Local Office. Identify if Proposer has a physical address that qualifies for the local office, including the address, or will establish an office.

14. Describe Proposer's approach to project organization and management, including the responsibilities of Proposer's management and staff personnel that will perform work in this contract.
15. Describe Proposer's understanding of the environment, issues and tasks, and the Proposer's ability to address them.
16. Discuss in detail what process Proposer will engage in to ensure compatibility and coordination with CRA staff.
17. Provide a proposed first-year work plan identifying specific priorities, tasks, milestones, anticipated completion dates, responsible personnel, and measurable outcomes. At a minimum, the work plan shall address the following periods:
 - **First 30 Days:** Organizational assessment, review of existing projects and contracts, review of the Redevelopment Plan, identification of immediate priorities, and initial stakeholder outreach.
 - **First 90 Days:** Development of a prioritized implementation strategy, redevelopment-project pipeline, business and property-owner outreach strategy, and preliminary economic development priorities.
 - **First 180 Days:** Implementation of priority economic development initiatives, development of a project and investment pipeline, identification of funding and grant opportunities, and recommendations concerning impediments to redevelopment.
 - **First 365 Days:** Implementation of priority initiatives, measurable progress toward redevelopment objectives, evaluation of economic development activities, and preparation of recommendations for the succeeding year.
18. Provide a preliminary strategy for advancing the Agency's redevelopment and economic development objectives during the first twelve (12) months of the contract. The response shall identify no more than five (5) priority initiatives, explain the basis for prioritizing each initiative, identify anticipated implementation partners, and describe measurable outcomes that could reasonably be achieved during the first year. The response shall be sufficiently specific to demonstrate the Proposer's understanding of the Naranja Lakes Community Redevelopment Area but shall not be construed as requiring the Proposer to perform services without compensation prior to contract award.
19. Describe Proposer's Naranja Lakes CRA specific knowledge, including addressing the following:
 - The Proposer's understanding of the Naranja Lakes CRA Redevelopment Plan and its stated goals, objectives, and redevelopment strategies;
 - The Proposer's understanding of the geographic characteristics and boundaries of the Naranja Lakes Community Redevelopment Area;
 - The Proposer's understanding of the economic development opportunities and challenges affecting the Area, including business recruitment and retention, commercial corridors, redevelopment opportunities, real estate acquisition and assemblage, public-private partnerships, housing, infrastructure, transportation, parking, and the elimination of slum and blight;
 - The Proposer's understanding of the role of the CRA in coordinating with Miami-Dade County and other governmental agencies, community stakeholders, property owners, businesses, developers, and residents;
 - The proposed approach to implementing the existing Redevelopment Plan and advancing the CRA's redevelopment priorities; and
 - Specific recommendations for near-term priorities and opportunities that the Proposer believes should be considered during the first twelve (12) months of the contract.
20. Describe Proposer's plan to provide access to small, local, and disadvantaged business to increase participation in sourcing goods and services for the contract. Identify any proposed Miami-Dade County certified Small Business Enterprise (SBE) that Proposer intends to use as a Subcontractor, including contract value.

Exception

21. Identify if Proposer has taken any exception to the terms of this Solicitation. If so, indicate what alternative is being offered and the cost implications of the exception(s).

Form 1, Price Proposal Schedule

The Proposer's price shall be submitted on this Form 1, Price Proposal Schedule and in the manner stated herein. Proposer is requested to fill in the applicable blanks on this form.

A. Proposed Pricing Year 1

The Proposer shall state its flat, fixed price for the year, which shall include all costs associated to provide all the Services as stated in Section 2.0, Scope of Services of this Solicitation, excluding Section 2.7, Additional Services.

Total Proposed Price for the Initial One-Year Term of the Contract
\$ <u>Click here to enter text.</u>

B. Proposed Pricing Years 2 to 5

The Proposer shall state its flat, fixed price per year for the four years, which shall include all costs associated to provide all the Services as stated in Section 2.0, Scope of Services of this Solicitation, excluding Section 2.7, Additional Services. These prices are in the event the CRA renews the contract and has the funding for each of the subsequent years.

Total Proposed Prices for Years 2 through 5 (subject to the renewal of the contract and funding)	
for Year 2	\$ <u>Click here to enter text.</u>
for Year 3	\$ <u>Click here to enter text.</u>
for Year 4	\$ <u>Click here to enter text.</u>
for Year 5	\$ <u>Click here to enter text.</u>

C. Proposed Pricing for Additional Services

The Agency may require additional services per the Scope of Services, Section 2.7, Additional Services. These additional services are related to, but not included in, providing the services in Sections A and B above.

The Proposer shall state its hourly rates by job classifications for providing the additional services. The classifications should relate to the key personnel identified in the Proposer's proposal that may be used to provide the Additional Services. Job classifications should include personnel from all levels such as Partner, Senior Manager, Manager, Staff, and Clerical that may be used. Proposer may add lines to the chart, if needed.

Classification	Not to Exceed Hourly Rate
	\$ <u>Click here to enter text.</u>
	\$ <u>Click here to enter text.</u>
	\$ <u>Click here to enter text.</u>
	\$ <u>Click here to enter text.</u>
	\$ <u>Click here to enter text.</u>
	\$ <u>Click here to enter text.</u>

Notes:

1. Section A will be used to determine the price points for the price criteria as indicated in Section 4.2 of this Solicitation.
2. Sections B and C will not be scored and will be used for negotiating purposes.
3. Miami-Dade County and the Agency are exempt from all taxes (Federal, State, and Local). Tax Exemption Certificate furnished upon request.
4. Proposed prices and rates in all sections shall include all out-of-pocket expenses, including but not limited to materials, employee travel, per diem, and miscellaneous costs and fees, as such expenses shall not be reimbursed separately by the Agency.

(This is the form of agreement the County anticipates awarding to the selected Proposer.)

CRA Executive Director and Economic Development Services
Contract No. EPP0000010

THIS AGREEMENT for the provision of CRA Executive Director and Economic Development Services, made and entered into as of this _____ day of _____ by and between _____, a corporation organized and existing under the laws of the State of _____, having its principal office at _____ (the "Contractor"), and the Naranja Lakes Community Redevelopment Agency, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "Agency").

WITNESSETH:

WHEREAS, the Agency was created by the Miami-Dade County Board of County Commissioners in 2002 and serves the Naranja Lakes Area of unincorporated Miami-Dade County (hereinafter referred to as the "Area"); and

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

WHEREAS, the County released a Request for Proposals (RFP) No. EPP0000010, on behalf of the CRA, and the Contractor has offered to provide Executive Director and Economic Development Services that shall conform to the Scope of Services (Appendix A); the RFP and all associated addenda and attachments, incorporated herein by reference; and the requirements of this Agreement; and

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

ARTICLE 1. DEFINITIONS

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

- a) The words "Agency" or "CRA" to mean the Naranja Lakes Community Redevelopment Agency.
- b) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- c) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work, all other appendices and attachments hereto, all amendments issued hereto, EPP0000010, which is attached hereto and incorporated by reference as, and all associated addenda, and the Contractor's Proposal.
- d) The words "Contract Date" to mean the date on which this Agreement is effective.
- e) The words "Contract Manager" to mean the individual designated in writing by the Agency to administer and oversee this Agreement on behalf of the Agency. The Contract Manager shall not be the Contractor's Executive Director unless separately designated by the Agency in writing and permitted by applicable law.
- f) The word "Contractor" to mean to mean the Proposer that receives any award of a contract from the Agency as a result of this Solicitation and its permitted successors and assigns.
- g) The word "Contractor Budget" shall mean the documents which detail the allowable direct and indirect/administrative costs that will be funded under this Agreement.
- h) The word "County" to mean Miami-Dade County.

- i) The word "Days" to mean Calendar days.
- j) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Agency's Project Manager for review and approval pursuant to the terms of this Agreement.
- k) The words "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Agency's Project Manager; and similarly the words "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Agency's Project Manager.
- l) The words "Executive Director" means the individual identified in the Contractor's Proposal and approved by the Agency to serve as the Contractor's principal representative responsible for the executive, administrative, economic development, planning, coordination, and advisory services required under this Agreement.
- m) The words "Extra Work" or "Additional Work" to mean additions or deletions or modifications to the amount, type or value of the Work and Services as required in this Contract, as directed and/or approved by the Agency.
- n) The words "Redevelopment Area" means the Naranja Lakes Community Redevelopment Area established and amended by the Miami-Dade County Board of County Commissioners.
- o) The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- p) The words "Service" or "Services" to mean the provision of Executive Director and Economic Development services in accordance with the Scope of Services.
- q) The word "subcontractor" or "sub-consultant" to mean any person, entity, firm or corporation, other than the employees of the Contractor, who furnishes labor and/or materials, in connection with the Work, whether directly or indirectly, on behalf and/or under the direction of the Contractor and whether or not in privity of Contract with the Contractor.
- r) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract
- s) The words "Work Program" means the annual work program approved by the Agency identifying the Contractor's projects, activities, milestones, deliverables, performance measures, and anticipated completion dates.

ARTICLE 2. ORDER OF PRECEDENCE

If there is a conflict between or among the provisions of this Agreement, the order of precedence is as follows: (1) the executed terms and conditions of this Agreement; (2) Appendix A, Scope of Services; (3) Appendix B, Price Schedule; (4) EPP0000010 and all associated addenda and attachments; and (5) the Contractor's Proposal, to the extent accepted by the Agency and not inconsistent with the foregoing documents.

ARTICLE 3. RULES OF INTERPRETATION

- a) References to a specified Article, section or schedule shall be construed as reference to that specified Article, or section of, or schedule to this Agreement unless otherwise indicated.
- b) Reference to any agreement or other instrument shall be deemed to include such agreement or other instrument as such agreement or other instrument may, from time to time, be modified, amended, supplemented, or restated in accordance with its terms.

- c) The terms "hereof", "herein", "hereinafter", "hereby", "herewith", "hereto", and "hereunder" shall be deemed to refer to this Agreement.
- d) The terms "directed", "required", "permitted", "ordered", "designated", "selected", "prescribed" or words of like import to mean respectively, the direction, requirement, permission, order, designation, selection or prescription of the Project Manager.
- e) The terms "approved", "acceptable", "satisfactory", "equal", "necessary", or words of like import to mean respectively, approved by, or acceptable or satisfactory to, equal or necessary in the opinion of the Project Manager.
- f) The titles, headings, captions, and arrangements used in these Terms and Conditions are for convenience only and shall not be deemed to limit, amplify, or modify the terms of this Contract, nor affect the meaning thereof.

ARTICLE 4. NATURE OF THE AGREEMENT

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

ARTICLE 5. CONTRACT TERM

The Contract shall become effective on the date identified on the first page of this Agreement and shall continue through the last day of the twelfth (12) month, thereafter. The Agency, at its sole discretion, may renew this Agreement for four (4) additional one-year renewal periods. The Agency may extend this Contract for up to an additional one hundred-eighty (180) calendar days beyond the current Contract period and will notify the Contractor in writing of the extension. This Contract may be extended beyond the initial one hundred-eighty (180) calendar day extension period by mutual agreement between the Agency and the Contractor, upon approval by the Board of County Commissioners (the "Board").

ARTICLE 6. NOTICE REQUIREMENTS

All notices required or permitted under this Agreement shall be in writing and shall be deemed sufficiently served if delivered by: (i) Registered or Certified Mail, with return receipt requested; (ii) courier service personally; (iii) Federal Express Corporation or other nationally recognized carrier to be delivered overnight; or (iv) via e-mail (if provided below) with delivery of hard copy pursuant to (i), (ii), or (iii) in this paragraph. The addresses for such notice are as follows:

(1) To the Agency

Naranja Lakes Community Redevelopment Agency
c/o Miami-Dade County
111 NW 1st Street, Suite 2210
Miami, Florida 33128
Attention: Vivian Cao, Asst. Dir.
Phone: (305) 375-5143 Fax:(305) 375-1569
E-mail: vivian.cao@miamidade.gov

With copies to:

Naranja Lakes Community Redevelopment Agency
c/o Miami-Dade County
111 NW 1st Street, Suite 2210
Miami, Florida 33128
Attention: Nicole Jordan
Phone: (305) 375-543 Fax:(305) 375-1569
E-mail: nicole.jordan@miamidade.gov

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

(2) To the Contractor

Contractor Name
Attention:
Address:
Phone:
E-mail:

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

ARTICLE 7. PAYMENT FOR SERVICES/AMOUNT OBLIGATED

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

Notwithstanding the foregoing Price Schedule, the parties acknowledge that the Agency will encumber \$_____ of FY 2026-27 tax increment financing funds for this Contract, subject to the approval of the Agency and the Miami-Dade Board of County Commissioners' approval of the Agency's FY 2026-27 budget. The Agency shall have no obligation to pay the Contractor any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the Agency and the Contractor.

The compensation payable under this Agreement shall constitute full compensation for all Services required under the Agreement, except for expressly authorized reimbursable expenses and Additional Services approved in writing in accordance with this Agreement. The Contractor shall not be entitled to additional compensation for Services that are reasonably necessary to accomplish the Scope of Services unless such Services constitute Additional Services expressly authorized in writing by the Agency.

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

ARTICLE 8. PRICING

Prices shall remain firm and fixed for the term of the Contract, including any extension periods, pursuant to Appendix B, Price Schedule; however, the Contractor may offer incentive discounts to the County at any time during the Contract term, including any extension thereof.

ARTICLE 9. METHOD AND TIMES OF PAYMENT

The Contractor may bill the County periodically, but not more than once per month, upon invoices certified by the Contractor pursuant to Appendix B, Price Schedule. All invoices shall be taken from the books of account kept by the Contractor, shall be supported by copies of payroll distribution, receipt bills or other documents reasonably required by the County, shall show the County's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of Miami-Dade County that payment for all purchases by County agencies and the Public Health Trust (the "Trust"), shall be made in a timely manner and that interest payments be made on late payments. All firms, including Small Business Enterprises, providing goods and services to the County, shall receive payment to maintain sufficient cash flow. In accordance with Section 218.74 of the Florida Statutes, and Section 2-8.1.4 of the Code of Miami-Dade County (the "Code"), the time at which payment shall be due from the County or Trust shall be forty-five (45) calendar days from receipt of a proper invoice. Billings from prime contractors under services and goods contracts with the County or Trust, that are Small Business Enterprise contract set-aside, bid preference or contain a subcontractor goal, shall be promptly reviewed and payment made by the County or Trust on those amounts not under dispute within fourteen (14) calendar days of receipt of such billing by the County or the Trust pursuant to Sections 2-8.1.1.1.1 and 2-8.1.1.1.2 of the Code. All payments due from the County or Trust, and not made within the time specified by this section shall bear interest from thirty (30) days after the due date at the rate of one percent (1%) per month on the unpaid balance. Further, proceedings to resolve disputes for payment of obligations shall be concluded by final written decision of the County Mayor, or his or her designee(s), not later than sixty (60) days after the date on which the proper invoice was received by the County or Trust.

Pursuant to Fla. Stat. 489.1295, a Contractor licensed by the Florida Construction Licensing Board under Chapter 489 of the Fla. Stat. shall pay a Subcontractor within 45 days, or in accordance with the terms of the contract, after receiving payment for services rendered or materials supplied by the Subcontractor. This requirement does not apply if there is a dispute regarding amount due for such services, labor or materials. Any willful violation of this provision shall subject the Contractor to disciplinary proceedings as provided in Fla. Stat. 489.129.

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

Invoices and associated back-up documentation shall be submitted in duplicate by the Contractor to the Agency as follows:

Naranja Lakes Community Redevelopment Agency,
111 NW 1st Street, Suite 2210
Miami, Florida 33128
Attention: Vivian Cao or Nicole Jordan.

The Contractor's monthly invoice shall identify the Services performed during the applicable billing period and shall include a concise status report identifying material activities, accomplishments, outstanding matters, and progress toward the applicable Work Program. The Agency may require reasonable supporting documentation to substantiate amounts billed.

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

ARTICLE 10. INDEMNIFICATION AND INSURANCE

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

Upon County's notification, the Contractor shall furnish to the Naranja Lakes Community Redevelopment Agency, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A. Commercial General Liability for \$1,000,000 each occurrence \$2,000,000 aggregate including Products/completed operations. **Naranja Lakes Community Redevelopment Agency must be included as additional insured.**
- B. Workers' compensation insurance as required by Florida Statute 440 or any applicable law
- C. Automobile liability covering all owned, non-owned and hired vehicles for \$1,000,000 combined single limit.
- D. Professional liability or Errors and Omissions insurance appropriate to the Contractor's profession for \$1,000,000 each occurrence \$2,000,000 aggregate covering claims arising out of the rendering or failure to render professional services or provision of products.
- E. Director's and Officers (D&O) Insurance for \$1,000,000 each occurrence \$2,000,000 aggregate.

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

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

OR

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

The Agency reserves the right to request insurance policies (to include the actual policies, binders, endorsements, etc.)

**Certificate Holder Must Read: Naranja Lakes Community Redevelopment Agency
c/o Miami-Dade County
111 NW 1st Street Suite 2210
Miami, Florida 33128**

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

Award of this Contract is contingent upon the receipt of the insurance documents, as required, within ten (10) business days. If the certificate of insurance is received within the specified timeframe but not in the manner prescribed in this Agreement, the Contractor shall have an additional five (5) business days to submit a corrected certificate to the County. If the Contractor fails to submit the required insurance documents in the manner prescribed in this Agreement within fifteen (15) business days, the Contractor shall be in default of the contractual terms and conditions and award of the Contract may be rescinded, unless such timeframe for submission has been extended by the County.

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

ARTICLE 11. MANNER OF PERFORMANCE

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

writing. The Contractor shall provide written notice to the Agency of any proposed substitution and shall provide the qualifications of the proposed replacement. The Agency may require the replacement individual to possess qualifications and experience reasonably comparable to or exceeding those of the individual originally proposed.

- i) The Contractor shall maintain throughout the Contract term a valid physical business office located within five (5) miles of the Naranja Lakes Community Redevelopment Area. The Contractor shall notify the Agency in writing before relocating such office. The Agency shall determine whether the proposed replacement location satisfies the requirements of this Agreement. A virtual office, post office box, mail-drop location, or location maintained solely to satisfy this requirement shall not constitute a qualifying office.
- j) The Contractor shall perform the Services in a competent, professional, timely, economical, and fiscally responsible manner and shall maintain sufficient qualified personnel to perform the Services.

ARTICLE 12. EMPLOYEES OF THE CONTRACTOR

All employees of the Contractor shall be, at all times, employees of the Contractor under its sole direction and not employees or agents of the Agency. The Contractor shall supply competent employees. Miami-Dade County may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Agency or County property is not in the best interest of the Agency. Each employee shall have and wear proper identification.

ARTICLE 13. INDEPENDENT CONTRACTOR RELATIONSHIP

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

The Contractor is providing executive, administrative, economic development, planning, coordination, and advisory services on behalf of the Agency as an independent contractor. The Contractor shall not have authority to manage Agency employees, control Agency funds or budgets, enter into contracts on behalf of the Agency, incur obligations on behalf of the Agency, or otherwise bind the Agency except as expressly authorized in writing by the Agency and permitted by applicable law. Nothing in this Agreement shall be construed as establishing an employer-employee relationship between the Agency and the Contractor or any Contractor personnel.

ARTICLE 14. DISPUTE RESOLUTION PROCEDURE

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

The arbitration shall be conducted in accordance with the Arbitration Rules of the American Arbitration Association currently in effect unless the parties mutually agree otherwise. Demand for arbitration shall be filed in writing. The demand for arbitration shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, notwithstanding.

- e) The demand for arbitration may not be made after the date when institution of legal or equitable proceedings to resolve the Dispute would be barred by the applicable statute of limitations. The award rendered by the arbitrator or arbitrators shall be non-binding.
- f) Should the Parties fail to resolve a dispute after exhausting the provisions of Article. 14 d) herein, Contractor and Agency shall resolve the dispute in a court of competent jurisdiction.

ARTICLE 15. MUTUAL OBLIGATIONS

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

ARTICLE 16. QUALITY ASSURANCE/QUALITY ASSURANCE RECORD KEEPING

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

ARTICLE 17. AUDITS

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

Pursuant to Section 2-481 of the Code, the Contractor will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds within five (5) business days of the Commission Auditor's request. The Contractor agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allowability and allocability of costs.

ARTICLE 18. SUBSTITUTION OF PERSONNEL

The Executive Director and other key personnel identified in the Contractor's Proposal are material to the Agency's decision to enter into this Agreement. The Contractor shall not substitute the Executive Director or any other designated key personnel without the Agency's prior written approval. The Contractor shall provide at least ten (10) business days' advance written notice of any proposed substitution, except where circumstances beyond the Contractor's control make such notice impracticable. Any proposed replacement shall possess qualifications and experience reasonably comparable to or exceeding those of the individual being replaced.

ARTICLE 19. CONSENT OF THE COUNTY REQUIRED FOR ASSIGNMENT

The Contractor shall not assign, transfer, convey or otherwise dispose of this Agreement, including its rights, title or interest in or to the same or any part thereof without the prior written consent of the Agency. No assignment, transfer, delegation, or subcontracting of the Executive Director function shall be permitted without the prior written approval of the Agency. The Contractor shall remain fully responsible for all Services performed by approved subcontractors and subconsultants.

ARTICLE 20. SUBCONTRACTUAL RELATIONS

- a) If the Contractor will cause any part of this Agreement to be performed by a Subcontractor, the provisions of this Contract will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Contractor; and the Contractor will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Contractor. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Contractor.
- b) The Contractor, before making any subcontract for any portion of the services, will state in writing to the Agency the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to do, the place of business of such Subcontractor, and such other information as the Agency may require. The Agency will have the right to require the Contractor not to award any subcontract to a person, firm or corporation disapproved by the Agency.
- c) Before entering into any subcontract hereunder, the Contractor will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. Such Services performed by such Subcontractor will strictly comply with the requirements of this Contract.
- d) In order to qualify as a Subcontractor satisfactory to the Agency, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the Agency that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the Agency that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.
- e) The Agency shall have the right to withdraw its consent to a subcontract if it appears to the Agency that the subcontract will delay, prevent, or otherwise impair the performance of the Contractor's obligations under this Agreement. All Subcontractors are required to protect the confidentiality of the Agency's and Agency's proprietary and confidential information. Contractor shall furnish to the Agency copies of all subcontracts between Contractor and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the Agency in the event the Agency finds the Contractor in breach of this Contract, permitting the Agency to request completion by the Subcontractor of its performance obligations under the subcontract. The clause shall include an option for the Agency to pay the Subcontractor directly for the performance by such Subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the Agency to any subcontractor hereunder as more fully described herein.

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

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

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

The Contractor accepts all risk associated with using this information.

ARTICLE 22. SEVERABILITY

If this Agreement contains any provision found to be unlawful, the same shall be deemed to be of no effect and shall be deemed stricken

from this Agreement without affecting the binding force of this Agreement as it shall remain after omitting such provision.

ARTICLE 23. TERMINATION AND SUSPENSION OF WORK

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

Upon expiration or termination of this Agreement, the Contractor shall cooperate with the Agency in an orderly transition of the Services and shall deliver to the Agency all Agency records, project information, databases, reports, studies, work product, correspondence, and other materials maintained in connection with the Services. The Contractor shall reasonably cooperate with the Agency's successor service provider for a transition period specified by the Agency, subject to the terms of this Agreement and applicable compensation provisions.

ARTICLE 24. EVENT OF DEFAULT

- a) An Event of Default is a material breach of this Agreement by the Contractor, and includes but is not limited to the following:
- i. the Contractor has not delivered Deliverables and/or Services on a timely basis;
 - ii. the Contractor has refused or failed to supply enough properly skilled staff personnel;
 - iii. the Contractor has failed to make prompt payment to Subcontractors or suppliers for any Services;
 - iv. the Contractor has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Contractor's creditors, or the Contractor has taken advantage of any insolvency statute or debtor/creditor law or if the Contractor's affairs have been put in the hands of a receiver;
 - v. the Contractor has failed to obtain the approval of the County where required by this Agreement;
 - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below; or
 - vii. the Contractor has failed in the representation of any warranties stated herein.
- b) When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Agency may request that the Contractor, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
- i. treat such failure as a repudiation and/or material breach 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 Work or any part thereof either by itself or through others.
- c) In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

ARTICLE 25. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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

ARTICLE 26. REMEDIES IN THE EVENT OF DEFAULT

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

- a) lost revenues to the extent the Contractor would otherwise be liable under applicable law as adjudicated by a court of competent jurisdiction.
- b) the difference between the cost associated with procuring Services hereunder and the amount actually and reasonably expended by the Agency for re-procurement of Services, including procurement and administrative costs, and such other direct

damages.

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

ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION

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

ARTICLE 28. CONFIDENTIALITY

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Agency in connection with the Services performed under this Agreement, made or developed by the Contractor or its subcontractors in the course of the performance of such Services, or the results of such Services, or which the Agency holds the proprietary rights, constitute Confidential Information and may not, without the prior written consent of the Agency, be used by the Contractor or its employees, agents, subcontractors or suppliers for any purpose other than for the benefit of the Agency, unless required by law. In addition to the foregoing, all Agency employee information and Agency financial information shall be considered Confidential Information and shall be subject to all the requirements stated herein. Neither the Contractor nor its employees, agents, subcontractors, or suppliers may sell, transfer, publish, disclose, display, license or otherwise make available to others any part of such Confidential Information without the prior written consent of the Agency. Additionally, the Contractor expressly agrees to be bound by and to defend, indemnify and hold harmless the Agency, and their officers and employees from the breach of any federal, state, or local law in regard to the privacy of individuals.
- b) The Contractor shall advise each of its employees, agents, subcontractors, and suppliers who may be exposed to such Confidential Information of their obligation to keep such information confidential and shall promptly advise the Agency in writing if it learns of any unauthorized use or disclosure of the Confidential Information by any of its employees or agents, or

subcontractor's or supplier's employees, present or former. In addition, the Contractor agrees to cooperate fully and provide any assistance necessary to ensure the confidentiality of the Confidential Information.

- c) It is understood and agreed that in the event of a breach of this Article damages may not be an adequate remedy and the Agency shall be entitled to injunctive relief to restrain any such breach or threatened breach. Unless otherwise requested by the Agency, upon the completion of the Services performed hereunder, the Contractor shall immediately turn over to the Agency all such Confidential Information existing in tangible form, and no copies thereof shall be retained by the Contractor or its employees, agents, subcontractors, or suppliers without the prior written consent of the Agency. A certificate evidencing compliance with this provision and signed by an officer of the Contractor shall accompany such materials.

ARTICLE 29. PROPRIETARY INFORMATION

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

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

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

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

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

ARTICLE 30. PROPRIETARY RIGHTS

- a) The Contractor hereby acknowledges and agrees that the Agency retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the Agency to the Contractor hereunder or furnished by the Contractor to the Agency and/or created by the Contractor for delivery to the Agency, even if unfinished or in process, as a result of the Services the Contractor performs in connection with this Agreement, including all copyright and other proprietary rights therein, which the Contractor as well as its employees, agents, subcontractors and suppliers may use only in connection with the performance of Services under this Agreement. The Contractor shall not, without the prior written consent of the Agency, use such documentation on any other project in which the Contractor or its employees, agents, subcontractors, or suppliers are or may become engaged. Submission or distribution by the Contractor to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the Agency's copyrights or other proprietary rights. Notwithstanding the preceding, the rights, title and interests in all materials, data, documentation, and copies thereof developed under this Agreement using knowledge, methods, or technology that are either trade secret, proprietary or owned by the Contractor shall remain with the Contractor.
- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Contractor and its subcontractors specifically for the Agency, hereinafter referred to as "Developed Works" shall become the property of the Agency.

- c) Accordingly, neither the Contractor nor its employees, agents, subcontractors, or suppliers shall have any proprietary interest in such Developed Works.

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

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

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

All reports, studies, databases, project inventories, work programs, economic development strategies, analyses, schedules, correspondence prepared specifically for the Agency, and other work product developed specifically for the Agency and paid for with Agency funds shall be provided to and shall be available for use by the Agency, subject to applicable law and the Contractor's pre-existing proprietary rights. The Contractor shall identify in writing any pre-existing proprietary materials incorporated into a Deliverable.

ARTICLE 31. SUPPLIER/VENDOR REGISTRATION/CONFLICT OF INTEREST

- a) Supplier/Vendor Registration

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

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

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

- b) Conflict of Interest and Code of Ethics

Sections 2-11.1 (c) and (d) of the Code require that any County official, agency/board member or employee, or any member of his or her immediate family who, through a firm, corporation, partnership or business entity, has a financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County, competing or applying for a contract,

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

ARTICLE 32. INSPECTOR GENERAL REVIEWS

Independent Private Sector Inspector General Reviews

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

Miami-Dade County Inspector General Review

According to Section 2-1076 of the Code, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts. The cost of the audit does not apply to the Contract per the exceptions below.

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

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

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

proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

ARTICLE 33. FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS

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

- a) Equal Employment Opportunity clause provided under 41 C.F.R. Part 60-1.3 in accordance with applicable Executive Orders and regulations.
- b) Miami-Dade County Small Business Enterprise participation provisions.
- c) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- d) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".
- e) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- f) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- g) Section 21-255 of the Code of Miami-Dade County prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- h) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- i) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- j) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- k) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- l) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- m) Any other laws prohibiting wage rate discrimination based on sex.
- n) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- o) Executive Order 12549 "Debarment and Suspension", which stipulates that no contract(s) are "to be awarded at any tier or to any party which is debarred or suspended or is otherwise excluded from or ineligible for participation in Federal assistance programs".
- p) The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and regulations issued pursuant thereto (24 C.F.R. Part 146).

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

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

Notwithstanding any other provision of this Agreement, Contractor shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Contractor, constitute a violation

of any law or regulation to which Contractor is subject, including but not limited to laws and regulations requiring that Contractor conduct its operations in a safe and sound manner.

ARTICLE 34. NONDISCRIMINATION

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

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

ARTICLE 35. CONFLICT OF INTEREST

The Contractor represents that:

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

subcontractors, affiliates, and other clients. The Contractor shall not undertake any engagement that would materially impair its ability to faithfully perform the Services for the Agency or create an actual conflict prohibited by applicable law.

ARTICLE 36. PRESS RELEASE OR OTHER PUBLIC COMMUNICATION

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

- a) Issue or permit to be issued any press release, advertisement or literature of any kind which refers to the Agency, or the Work being performed hereunder, unless the Contractor first obtains the written approval of the Agency. Such approval may be withheld if for any reason the Agency believes that the publication of such information would be harmful to the public interest or is in any way undesirable; and
- b) The Contractor shall not make any representation, statement, commitment, announcement, or communication on behalf of the Agency concerning Agency policy, funding, development approvals, financial assistance, incentives, contracts, projects, or other Agency matters without prior authorization from the Agency, except where communication is expressly authorized by this Agreement or required by law. The Contractor may conduct routine outreach and coordination activities authorized under the Scope of Services, provided that such activities do not purport to bind the Agency or commit Agency resources; and
- c) Except as may be required by law, the Contractor and its employees, agents, subcontractors and suppliers will not represent, directly or indirectly, that any product or service provided by the Contractor, or such parties has been approved or endorsed by the Agency.

ARTICLE 37. BANKRUPTCY

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

ARTICLE 38. GOVERNING LAW

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

ARTICLE 39. INTEREST OF MEMBERS, OFFICERS OR EMPLOYEES AND FORMER MEMBERS, OFFICERS OR EMPLOYEES

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

ARTICLE 40. FORCE MAJEURE

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

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

operations. The Agency maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

ARTICLE 41. FIRST SOURCE HIRING REFERRAL PROGRAM

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

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

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

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

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

The Contractor acknowledges that its performance of Services under this Agreement may involve the creation, receipt, maintenance, or transmission of public records. The Contractor shall maintain and provide such records in accordance with Chapter 119, Florida Statutes, and applicable County policies and procedures. Upon expiration or termination of the Agreement, the Contractor shall cooperate fully in transferring Agency records and information to the Agency or its designee.

ARTICLE 43. VERIFICATION OF EMPLOYMENT ELIGIBILITY (E-VERIFY)

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

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

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

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

ARTICLE 44. HUMAN TRAFFICKING AFFIDAVIT

By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Contractor 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 Contract. All definitions and requirements from Section 787.06, Florida Statutes, apply to this Contract.

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

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

ARTICLE 45. SURVIVAL

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

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IN WITNESS WHEREOF, the Parties have executed this Agreement effective as of the date identified on the first page of this Agreement.

Contractor

Agency: Naranja Lakes Community Redevelopment
Agency (CRA)

Signature _____
Corporate Officer/Partner/Owner
or other authorized representative

Signature _____
for

Print Name _____

Print Name Daniella Levine Cava

Title _____

Title Mayor

Date _____

Date _____

Attest

WITNESS

Corporate Officer (different than above) or
Witness (only if Corporate Officer/Partner/Owner signed above)

Signature _____

Signature _____

Print Name _____

Print Name _____

Title _____

Title _____

Date _____

Date _____

Approved as to form and legal sufficiency

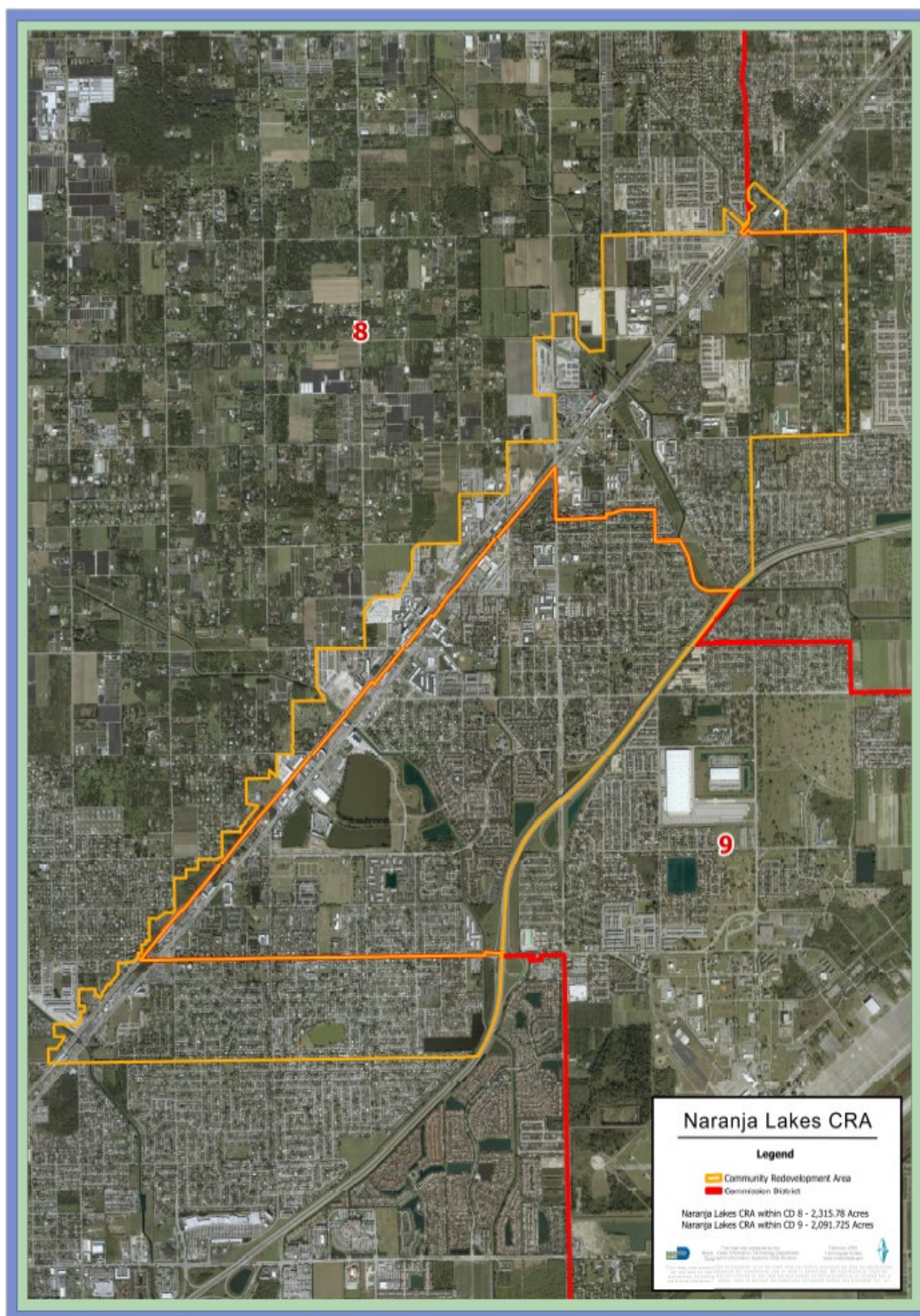
Signature _____

Print Name Terrence A. Smith

Title Assistant County Attorney

Date _____

Attachment 1: Naranja Lakes CRA Redevelopment Map



Additional information about the CRA, including the Agency's Redevelopment Plan and programs can be obtained online:
<https://www.miamidade.gov/global/government/boards/naranja-lakes-cra.page>