

**WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY  
REGULAR MEETING OF THE BOARD OF COMMISSIONERS**

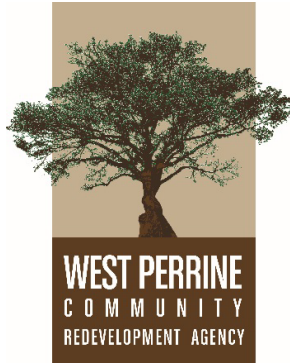
**LOCATION: SOUTH DADE GOVERNMENT CENTER**  
10710 SW 211TH - Conference Room 104 - Cutler Bay, FL 33189

Wednesday, January 31, 2024 - REGULAR MEETING AGENDA

**6:00 PM – 7:30 PM**

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|-------------|--|-------------------------------|
| <b>I.</b>   | Meeting Call to Order, Roll Call                   | Chairman Gilliard/ Vivian Cao |
| <b>II.</b>  | Reasonable Opportunity for the Public to be Heard  | Chairman Gilliard             |
| <b>III.</b> | Approval of Agenda                                 | Chairman Gilliard             |
| <b>IV.</b>  | Approval of Minutes                                |                               |
|             | <b>a.</b> December 13, 2023, Regular Board Meeting | Chairman Gilliard             |
| <b>V.</b>   | Action Items                                       | Chairman Gilliard/Vivian Cao  |
|             | <b>a.</b> Executive Director Agreement             |                               |
| <b>VI.</b>  | Discussion / Updates                               | Chairman Gilliard             |
| <b>VII.</b> | Next Meeting Dates & Adjournment                   | Chairman Gilliard             |
|             | <b>a.</b> TBD                                      |                               |



**Regular Board Meeting Minutes – December 13, 2023 – 6:00 P.M.**  
South Dade Government Center  
10710 SW 211<sup>th</sup> ST – Conference Room 104 – Cutler Bay, FL 33189

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**Meeting Call to Order, Roll Call**

Chairman Gilliard called the meeting to order at 6:07 P.M. Roll Call was as follows:

- Present: Chairman Leviticus L. Gilliard, Willie Carpenter, Lieutenant Kevin Richardson, Rhonda Richardson-Comer, and Veronica Thompkins
- Absent: Vice-Chairman Tyreke Spann and Taj C. Echoles
- Miami-Dade County Staff Present: Vivian Cao, Assistant Director; Jason E. Rodriguez, Business Analyst Manager and Nicole Hoyle, Business Analyst, Office of Management and Budget (OMB); Terrence A. Smith, Assistant County Attorney, Richard Appleton, Assistant County Attorney, County Attorney's Office (CAO)

**Open Forum for Public Comments**

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

Mr. Frederick Dominguez, 10600 SW 177<sup>th</sup> Street; expressed that there were other uses for the monies that will be used for Hibiscus Grove and gave other suggestions as to how the West Perrine CRA can come up with the funds for the Hibiscus Grove development.

Mr. Jerome Byrd, 8900 SW 178<sup>th</sup> Street; inquired about what the beautification grant consists of. Chairman Gilliard stated the packet with the criteria was emailed out to audience members. Mr. Byrd also stated the road on West Indigo Street needs to be fixed. Chairman Gilliard stated he will look into this.

Mr. Alphonso Brutton, 10410 SW 171<sup>st</sup> Street; inquired about an update on the Beautification Grant and Chairman Gilliard stated that there will be a vote taken place at the meeting establishing the Beautification Grant. Mr. Brutton also brought up suggestions he had made at a previous meeting and inquired about when those items would be brought up. Chairman Gilliard stated the Board is working on the various items.

## **Approval of Agenda**

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

## **Approval of Minutes**

Ms. Thompkins moved to approve the November 29, 2023, Regular Board meeting minutes. The motion was seconded by Ms. Richardson-Comer. Motion passed unanimously.

## **Action Items**

### **A. WPCRA Executive Director Position**

Chairman Gilliard stated that they received two resumes for the position of Executive Director for the West Perrine CRA. The two applications received were from Krystal Patterson and Onya Bates.

Ms. Thompkins moved to have Krystal Patterson hired as the West Perrine CRA Executive Director. The motion was seconded by Ms. Richardson-Comer. Motion passed unanimously.

Mr. Carpenter inquired if this was a contract position and Ms. Cao stated she would forward the contract to the Board. Ms. Cao stated that the contract is done on a yearly basis, Chairman Gilliard inquired if the contract can be a two- or three-year contract. Mr. Smith recommended the Board motion to direct the administration to negotiate a contract with Ms. Patterson and then bring the contract back to the CRA Board with the terms and conditions they can approve. Mr. Smith stated a friendly amendment can be made to the motion Ms. Thompkins made.

Mr. Carpenter stated that a one-year contract may not be sufficient and that a two-year contract may be more suitable. Mr. Smith further elaborated that the contract is subject to funding availability and a background check, Chairman Gilliard expressed the renewal would be based on performance.

Ms. Thompkins moved to accept the amendment. The motion was seconded by Ms. Richardson-Comer. Motion passed unanimously.

### **B. Beautification Grant**

Chairman Gilliard stated that he and Ms. Cao have been working on the Beautification Grant and what the grant funds can be expended for such as area cleanup, pressure cleaning, painting sidewalks, tree planters, corridor beautifications, signage, and more. Chairman Gilliard questioned the line on the grant that states a business will not be eligible to apply for another CRA grant for two years. Ms. Cao stated this is a Scrivener's error and that it should state one year.

Ms. Richardson-Comer motioned to approve the Beautification Grant with the correction to Scrivener's error. The motion was seconded by Ms. Thompkins. Motion passed unanimously.

### **C. Hibiscus Grove**

Chairman Gilliard wanted to have Mr. Morrow there to answer any questions the Board members may have regarding Hibiscus Grove. Chairman Gilliard explained the financing for Hibiscus Grove and the future occupants of the building. Chairman Gilliard continued to explain that this loan will be fully paid back and that if the housing was not "affordable housing", the loan would be due back to the CRA immediately.

Mr. Carpenter inquired about the \$2 million and the 1.5% interest rate based on his previous background work with banks and giving low interest loans and wanted to know where the 1.5% interest came from. Mr. Smith stated that was a policy decision and explained how he represents the Public Housing department and how many of their loans are usually 1%, low interest rates are standard for Miami-Dade County for their affordable housing projects. Mr. Carpenter further inquired if the loan was for a fifteen-year period. Mr. Morrow stated that it was approximately for fifteen years, he then explained how their senior loan had a fifteen-year term from stabilization, but stated their stabilization process would begin in about three years. Mr. Morrow stated their senior loan lender requires the CRA loan not to be less than the senior lender, and stated they are on a time limit. Mr. Carpenter continued to make inquiries about the loan and asked Mr. Smith if Miami-Dade County monitors the rebate funds that comes back to the CRA. Mr. Smith stated that the CRA staff would monitor this.

Chairman Gilliard questioned if the motion would be made into the resolution. Mr. Smith stated he could read the title of the resolution into the record. After a question from Mr. Carpenter, Chairman Gilliard confirmed that the developer would have local contracts to give vendors in the area the opportunity to participate in the project. Mr. Morrow also stated there will be a job fair hosted in the near future for the project. Mr. Morrow stated to the Board that he welcomes any local vendor recommendations and subcontractors they may have.

Mr. Smith read the resolution into the record:

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY ("AGENCY") APPROVING A LOAN TO HIBISCUS GROVE, LP, A FLORIDA LIMITED PARTNERSHIP, OR RELATED ENTITY ("DEVELOPER"), IN AN AMOUNT NOT TO EXCEED \$2,000,000.00 ("LOAN") OF TAX INCREMENT FINANCING ("TIF") FUNDS FOR DEVELOPMENT OF HIBISCUS GROVE, AN AFFORDABLE AND WORKFORCE HOUSING AND MIXED-USE DEVELOPMENT ("DEVELOPMENT"); AUTHORIZING THE AGENCY TO REBATE TO DEVELOPER 55 PERCENT OF THE TIF REVENUES GENERATED ONLY FROM THE DEVELOPMENT ANNUALLY, FOR A TOTAL AMOUNT NOT TO EXCEED \$1,000,000.00, WITH PAYMENT COMMENCING AT RENT STABILIZATION, PROVIDED THAT THE RENTS REMAIN AFFORDABLE DURING THE TERM OF THE LOAN'S AFFORDABILITY PERIOD; AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE

TO NEGOTIATE AND EXECUTE A CONDITIONAL LOAN COMMITMENT AND STANDARD SHELL CONTRACTS, STANDARD SHELL LOAN AND TIF REBATE DOCUMENTS, AMENDMENTS AND OTHER DOCUMENTS OR AGREEMENTS NECESSARY TO ACCOMPLISH THE PURPOSES OF THIS RESOLUTION; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO SUBORDINATE OR MODIFY THE TERMS OF CONTRACTS, AMENDMENTS AND LOAN DOCUMENTS, AND TO EXERCISE THE TERMINATION, WAIVER, ACCELERATION AND OTHER PROVISIONS THEREIN

After a question from Mr. Carpenter and Mr. Smith regarding the loan, Mr. Morrow stated that the loan is a second lender loan.

Chairman Gilliard delegated temporary Chair powers to Ms. Thompkins

Chairman Gilliard motioned to approve the loan to Hibiscus Grove LP as amended with corrections to the missing names on the resolution and the updated resolution number. The motion was seconded by Mr. Carpenter. Motion passed unanimously.

#### **Next Meeting Date & Adjournment**

Chairman Gilliard stated the next meeting is scheduled for January 31, 2024, starting at 6:00 P.M. The meeting was adjourned at 6:40 P.M.

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**AGREEMENT BETWEEN THE WEST PERRINE COMMUNITY REDEVELOPMENT  
AGENCY  
AND  
KRYSTAL PATTERSON**

**THIS AGREEMENT** ("Agreement" or "Contract") made and entered into as of this day \_\_\_\_\_ of \_\_\_\_\_, 2024 by and between Krystal Patterson, an individual with offices at \_\_\_\_\_ Tamarac, Florida (hereinafter referred to as the "Contractor"), and the West Perrine Community Redevelopment Agency, a body politic and corporate, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "Agency"). The Agency and Contractor may each be individually referred to as a "party" or collectively be referred to as the "parties."

WITNESSETH:

**WHEREAS**, the Agency was created by the Miami-Dade County Board of County Commissioners in 2007 and serves the West Perrine 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 Contractor has offered to provide Executive Director services that shall conform to the Scope of Work, which is attached hereto and incorporated herein as Attachment 1, all associated addenda and attachments, which are attached hereto and incorporated herein by reference, and the requirements of this Agreement; and,

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, the parties 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 word "Agency" to mean the West Perrine Community Redevelopment Agency.
- b) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- c) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work (Attachment 1), all other attachments hereto, all amendments issued hereto, and all associated addenda.
- d) Reserved.
- e) The word "Board" to mean the Agency's Board of Commissioners.
- f) The word "County" to mean Miami-Dade County, Florida.
- g) The word "Days" to mean calendar days.
- h) The word "Deliverables" to mean all documentation and any items of any nature submitted by the Contractor to the Agency for review and approval pursuant to the terms of this Agreement.

- i) The word "Scope of Work" to mean the document appended hereto as Attachment 1, which details the work to be performed by the Contractor.
- j) The words "Service" or "Services" to mean the provision of services in accordance with the Scope of Work.
- k) The word "Subcontractor" to mean any person, entity, firm or corporation, 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.
- l) The words "Work", "Services", "Program", or "Project" to mean all matters and things required to be done by the Contractor in accordance with the provisions of this Contract.

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

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

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

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

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

- a) This Agreement incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained herein. Accordingly, it is agreed that no deviation from the terms hereof shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties

or their authorized representatives.

- b) The Contractor shall provide the services set forth in the Scope of Work and render full and prompt cooperation with the Agency in all aspects of the Services performed hereunder.
- c) The Contractor acknowledges that this Agreement requires the performance of all things necessary for or incidental to the effective and complete performance of all Work and Services under this Contract. All things not expressly mentioned in this Agreement but necessary to carrying out its intent, as determined by the Agency in its sole and absolute discretion, are required by this Agreement, and the Contractor shall perform the same as though they were specifically mentioned, described and delineated.
- d) The Contractor shall furnish all labor, materials, tools, supplies, and other items required to perform the Work and Services that are necessary for the completion of this Contract. All Work and Services shall be accomplished at the direction of and to the satisfaction of the Agency through its Board.
- e) The Contractor acknowledges that the Board shall be responsible for making all policy decisions regarding the Scope of Work. The Contractor agrees to provide input on policy issues in the form of recommendations upon the request of the Board. The Contractor agrees to implement any and all changes in providing Services hereunder as a result of a policy change implemented by the Agency. The Contractor agrees to act in an expeditious and fiscally sound manner in providing the Board with input regarding the time and cost to implement said changes and in executing the activities required to implement said changes.

**ARTICLE 5. CONTRACT TERM**

The Contract shall become effective on the date that the parties have executed this Agreement, whichever is later ("Contract Date"), and shall continue through the last day of the twenty-fourth (24) months, thereafter. The Agency may, upon approval by the Agency's Board, agree to extend this Contract beyond the current Contract period and will notify the Contractor in writing of the decision to extend this Contract.

**ARTICLE 6. NOTICE REQUIREMENTS**

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

**a) To the Agency:**

West Perrine 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:**

West Perrine Community Redevelopment Agency c/o Miami-Dade County  
111 NW 1st Street, Suite 2210  
Miami, Florida 33128  
Attention: Jason Rodriguez  
Phone: (305) 375-543 Fax:(305) 375-1569  
E-mail: jason.rodriques@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: Terrence.Smith@miamidade.gov  
Richard.Appleton@miamidade.gov

**b) To the Contractor:**

Attention:  
Address:  
Telephone:  
Fax:  
E-mail:

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

**ARTICLE 7. AMOUNT OBLIGATED**

The parties acknowledge that the Agency will encumber a total amount not to exceed \$105,000.00 of FY 2023 - 2024 tax increment financing funds for Contractor's Services for the first twelve (12) months pursuant to this Contract ("Year 1 Maximum Amount"), and a total amount not to exceed \$105,000.00 of FY 2024 - 2025 tax increment financing funds, subject to the approval of the Agency and the Miami-Dade Board of County Commissioners' approval of the Agency's FY 2024 – 2025 budget, for Contractor's Services for the second twelve (12) months pursuant to this Contract ("Year 2 Maximum Amount"). The Agency shall have no obligation to pay the Contractor any additional sum in excess of these amounts, except for a change and/or modification to the Contract, which is approved and executed in writing by the Agency and the Contractor.

All Services undertaken by the Contractor before the full execution of this Contract by the parties shall be at the Contractor's risk and expense.

With respect to travel costs and travel-related expenses, the Contractor agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including lodging, transportation, per diem, and all miscellaneous cost and fees. The Agency shall not be liable for any such expenses that have not been approved in advance, in writing, by the Board. Additionally, all collateral materials, reports, studies and other printed material will be reproduced and reimbursed by the Agency to the extent provided for in the Agency's adopted budget. In the avoidance of doubt, the Board may decide, in its sole and absolute discretion, to fund or reimburse the cost of Contractor's Work-related expenses.

**ARTICLE 8. RESERVED.**

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

(a) Absent the termination of this Contract, with or without cause, the Contractor shall be paid \$8,750 per month during the term of this Agreement, which represents 1/12<sup>th</sup> of this Contract's total value per year, as described in Article 7 hereof ("Amount Obligated"). Absent the termination of this Contract, with or without cause, payment shall begin on the one (1) month anniversary of the Contract Date and shall continue to be made on that date each month during the term of this Agreement.

**ARTICLE 10. INDEMNIFICATION AND INSURANCE**

The Contractor shall indemnify, defend and hold harmless the Agency and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which

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

#### **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.
- b) The Contractor shall at all times cooperate with the Agency and its Board and coordinate its respective work efforts to most effectively and efficiently maintain the progress in performing the Services. 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.
- c) The Contractor shall comply with all provisions of all federal, state and local laws, statutes, ordinances, and regulations that are applicable to the performance of this Agreement.

#### **ARTICLE 12. ACKNOWLEDGEMENT**

By signing this Agreement, the Contractor acknowledges that the Contractor has not been pressured, forced, threatened, or coerced to execute this Agreement. The Contractor understands that the Contractor has the right to consult with an attorney before signing this Agreement, and the Contractor either consulted with an attorney or knowingly and voluntarily decided not to consult with an attorney prior to signing this Agreement.

#### **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.

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

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

- a) The Contractor hereby acknowledges that the Board 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 application; 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 Board. Where directions are given orally, they will be issued in writing by the Board upon Contractor's request.
- c) The Contractor must, in the final instance, seek to resolve every difference concerning the Agreement with the Agency. In the event that the Contractor and the Agency 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 Agency 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 subsection (d) herein, Contractor and Agency shall resolve the dispute in a court of competent jurisdiction.

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

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

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

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

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

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

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

#### **ARTICLE 18. RESERVED.**

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

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

## **ARTICLE 20. SUBCONTRACTUAL RELATIONS**

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

## **ARTICLE 21. E-VERIFY**

By entering into this Contract, the Contractor, and its Subcontractors (if applicable), are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The 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 any Subcontractors to this Contract to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from any Subcontractors to this Contract attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

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

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

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

## **ARTICLE 22. SEVERABILITY**

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

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

- a) The Agency may terminate this Agreement if Contractor 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 Contractor 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, Contractor 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 and absolute 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; and
  - iii. take no action which will increase the amounts payable by the Agency under this Agreement;
- f) In the event that the Agency exercises its right to terminate this Agreement, the Contractor will be compensated for the portion of the Services completed in accordance with the Agreement up to the Effective Termination Date.
- g) All compensation pursuant to this Agreement are subject to audit by the Agency.
- 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 shall immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

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

- a) An Event of Default shall mean a breach of this Agreement by the Contractor ("Event of Default"). Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
  - i. the Contractor has not delivered Deliverables in a timely manner;
  - ii. the Contractor has failed to comply with the Scope of Work in a timely manner, which failure shall be determined by Agency in its sole and absolute discretion;
  - iii. the Contractor has failed to obtain the approval of the Agency or the Board where required by this Agreement;
  - iv. the Contractor has failed to provide "adequate assurances" as required under Article 24 subsection (b) below;
  - v. the Contractor has failed in the representation of any warranties stated herein.
  - vi. the Contractor has failed to comply with the public records disclosure requirements set forth in Section 119.0701 of the Florida Statutes, and Article 31 of this Agreement.
  - vii. it is discovered that the Contractor has or has attempted to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
  - viii. Reserved.
  - ix. it is discovered that the Contractor is utilizing Agency property for personal reasons.
  - x. it is discovered that the Contractor is using drugs or alcohol during the performance of the Services.
- b) When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Contractor's ability to perform the Services or any portion thereof, the Agency may request that the Contractor, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Contractor's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Contractor for portions of the Services which the Contractor has not performed. In the event that the Contractor fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
  - i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

- c) In the event the Agency terminates this Agreement with or without cause, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports, and data.

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

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

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

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

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

#### **ARTICLE 27. PATENT AND COPYRIGHT INDEMNIFICATION**

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

the functionality or performance of the item(s), or (ii) procure for the Agency, at the Contractor's expense, the rights provided under this Agreement to use the item(s).

- e) The Agency may reject any Deliverable that it believes to be the subject of any such litigation or injunction, or if, in the Agency's judgment, use thereof would delay the Work or be unlawful.

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

- a) All Developed Works and other materials, data, transactions of all forms, financial information, documentation, inventions, designs and methods obtained from the Agency in connection with the Services performed under this Agreement, made or developed by the Contractor 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 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. The Contractor may not 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 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 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**

Agency is subject to the stipulations of Chapter 119, Florida Statutes, also known as 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 Contractor except as authorized by the Agency. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Contractor will report to the Board 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 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 is 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 specifically for the Agency, heretofore and hereinafter referred to as "Developed Works" shall become the property of the Agency.
- c) Accordingly, the Contractor shall not 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 without the prior written consent of the Agency, except as required for the Contractor's performance hereunder.

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

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

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

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

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



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

## **ARTICLE 32. INSPECTOR GENERAL REVIEWS**

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

Pursuant to Miami-Dade County Administrative Order No. 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (the "IPSIG"), whenever the Agency deems it appropriate to do so. Upon written notice from the Agency, the 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. 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 (and County agencies) contracts, throughout the duration of said contracts. The cost of the audit for this Contract shall be one quarter of one percent (0.25%) of the total Contract amount which cost shall be included in the total Contract amount. The audit cost will be deducted by the Agency from progress payments to the Contractor. The audit cost shall also be included in all change orders and all Contract renewals and extensions.

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

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

Upon written notice to the 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, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

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

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

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

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

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

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

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

The Contractor represents that:

- a) No officer, director, employee, agent, or other consultant of the County or the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment, or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- b) There are no undisclosed persons or entities interested with the Contractor in this Agreement. This Agreement is entered into by the Contractor without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent, or other consultant of the County, the Agency, or the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
  - i) is interested on behalf of or through the 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.
- c) Contractor shall not have an interest which is in conflict with the Contractor's faithful performance of its obligation under this Agreement; provided that the Agency, in its sole discretion, may consent in writing to such a relationship, provided the 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 Board. Contractor shall thereafter cooperate with the Agency's review and investigation of such information and comply with the instructions Contractor receives from the Agency regarding remedying the situation.

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

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

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

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

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

#### **ARTICLE 39. COMPLIANCE**

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

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

No member, officer, or employee of the County or the Agency, no member of the governing body of the locality in which the Agency is situated, no member of the governing body in which the County or the Agency was activated,

and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the Agency, shall, during his or her tenure, or for one year thereafter, have any interest, direct or indirect, in this Contract or the proceeds thereof.

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

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

Neither the Agency nor the 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 Agency or Contractor of the other party, as applicable. In addition, the affected party shall provide to the counterparty within seven days of determining the cause of the Force Majeure, a written explanation via e-mail concerning the circumstances that caused the act of Force Majeure and the overall impacts to the Contract. Upon receipt of the written explanation, the parties shall mutually agree to any contractual modifications as necessary to continue the Contract with minimal impact to operations. The Agency maintains the right to terminate the Contract for convenience or obtain the goods and/or services through a separate contract, taking over the performance of the Work or any part thereof either by itself or through others.

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

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

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

**WEST PERRINE 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](mailto:vivian.cao@miamidade.gov)**

**ARTICLE 43. SURVIVAL**

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

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

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

Contractor:

Agency: **West Perrine Community  
Redevelopment Agency**

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

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

Name: Krystal Patterson

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

Title: Executive Director

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

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

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

**WITNESS:**

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

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

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

Approved as to form and legal sufficiency:

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

STATE OF FLORIDA )

COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of  physical presence or  online notarization, this \_\_\_ day of \_\_\_\_\_, 2024, by Krystal Patterson. She is personally known to me or has produced \_\_\_\_\_ as identification.

(NOTARY PUBLIC SEAL)

\_\_\_\_\_  
Signature of Person Taking Acknowledgment

\_\_\_\_\_  
(Printed, Typed, or Stamped Name of Notary Public)

\_\_\_\_\_  
Title or Rank

\_\_\_\_\_  
Serial Number, if any

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**ATTACHMENT 1**  
**WEST PERRINE EXECUTIVE DIRECTOR: SCOPE OF WORK**

- The Contractor must plan, organize, and administer the implementation of projects, grants, community development activities, and other related programs for the Agency in a timely manner.
- At the direction of the Board, the Contractor must undertake: (i) current and long-range planning, real estate, and land use activities; (ii) professional project management, (iii) business outreach activities, (iv) development and management of planning and economic programs; (v) implementation of strategies to promote and support growth, expansion, and retention of businesses, and elimination of slum and blight within the West Perrine area.
- The Contractor is tasked with identifying code compliance violations in the Area.
- The Contractor shall manage the Agency's social media for public community information.
- The Contractor shall coordinate and carry out the tasks of the Community Redevelopment Plan and for completing technical work at the direction of the Board.
- The Contractor is tasked with developing, researching, and maintaining public planning studies and programs that involve technical and creative responsibility.
- At the direction of the Board, the Contractor must conduct research and prepare 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.
- The Contractor is tasked with planning, initiating, and directing programs and projects for the physical and economic improvement of the area, including all grant and capital projects, outreach efforts, and board administration.