



## NW 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

### Meeting Agenda

March 27, 2024  
Arcola Lakes Public Library  
8240 NW 7th Avenue, Miami, FL 33150  
6PM

- I. Call to Order
- II. Roll Call and Introductions
- III. Reasonable Opportunity for the Public to be Heard – (2 minutes per speaker)
- IV. Approval of Agenda
- V. Approval of Minutes
  - A. October 19, 2023
  - B. July 31, 2023 (Updated)
- VI. Presentation
  - A. MHCP COLAB Melissa Hege/Matthew Hege
- VII. Items for Review/Action
  - A. Resolution 01-2024: Resolution Awarding an Economic Development Coordinator contract to MHCP COLAB to Provide Economic Development Services to the agency in the Amount of \$190,000 for a One-Year Term with Four, One-Year Options
  - B. Resolution 02-2024: Resolution Formally Accepting the Finding of Necessity Study
  - C. Resolution 03-2024: Rejecting All Bids Received in Response to RFP No. 79<sup>TH</sup>2021-002 - Marketing, Branding and Public Relations Consultant Services
- VIII. New Business
  - A. Administrative Update
- IX. Adjournment



**NW 79th STREET CORRIDOR REDEVELOPMENT AGENCY  
REGULAR MEETING**

**OFFICIAL MINUTES – Thursday, October 19, 2023**

I. Call to Order – CRA Board Chairman McKinney called the meeting to order at 6:10 p.m.

II. Roll Call and Introductions –

Aaron McKinney, Chairman	Present
Dr. Gilbert Saint Jean Jr., Vice Chairman	Present
Board Member Nadege Vilsaint	Present
Board Member Parmalyn Jacob	Absent
Board Member Tanisha "Wakumi" Douglas	Present

Others Present:

Vivian Cao, Chimene Graham, and Nicole Hoyle, Miami-Dade County, Office of Management & Budget (OMB)

III. Public Comment/ Reasonable Opportunity to be Heard – Natasha Nalls inquired about a grant program in the area for small businesses. Chimene Graham stated that an RFP is being released to secure a grants coordinator who will revamp and expand the CRAs grant program. Sharon Frazier Stephens inquired about the boundaries of the 79<sup>th</sup> Street CRA and asked if the Model City Advisory Board can be included in future CRA expansion discussions. Doretha Nicholson spoke about keeping the public engaged about any upcoming CRA activities, to which, Chairman Aaron McKinney encouraged audience members to forward any interested party contacts to the CRA staff.

IV. Approval of Agenda– Tanisha "Wakumi" Douglas moved to approve the agenda with a second from Nadege Vilsaint. Motion passed.

V. Approval of July 31, 2023 Minutes – After discussion, board members requested that additional discussion background information, related to community policing, be included in the minutes. Deferral of approval, pending the update, was requested.

VI. Items for Review/Action–

A. Resolution Approving the NW 79<sup>th</sup> Street Community Redevelopment Agency Fiscal Year 2023-2024 Budget in the Amount of \$9,987,101– Vivian Cao gave a breakdown of the budget and listed some new line items and increases in the budget. Chimene Graham stated the County Attorney and staff are currently looking for creative solutions to community policing and "marketing" initiatives. Tanisha "Wakumi" Douglas gave some examples of a local organization that has a mobile crisis center as an idea for community policing. Vivian Cao gave examples of what other CRA's are doing for community policing and encouraged board members to network with other board members at the FRA conference. Chairman McKinney suggested combining the landscaping/streetscaping, corridor improvement, and land appraisal/acquisition line items into one for a total of \$6,355,987 for all development-related activities. Nadege Vilsaint moved to approve the budget, as amended, with a second from Gilbert Saint Jean Jr. Motion Passed.

VII. Discussion Items–

- A. RFP Updates – The economic development and grants administrator RFPs are slated for release beginning November 9<sup>th</sup>. Staff will be working with County procurement to fast-track all solicitations.
- B. FRA Conference – This year's conference is scheduled for October 25<sup>th</sup> - 29<sup>th</sup>. Several Board members will be attending, along with Members from the NW 7<sup>th</sup> Avenue, West Perrine and Naranja Lakes CRAs. Additionally, several Miami-Dade County municipal CRAs will also be in attendance.

VIII. Adjournment– There being no additional business, the meeting adjourned at 6:52 p.m.



**NW 79th STREET CORRIDOR REDEVELOPMENT AGENCY  
REGULAR MEETING**

**OFFICIAL MINUTES – Monday, July 31, 2023 (Updated)**

- I. Call to Order – CRA Board Chairman McKinney called the meeting to order at 6:02 p.m.
- II. Roll Call and Introductions –

Aaron McKinney, Chairman	Present
Dr. Gilbert Saint Jean Jr., Vice Chairman	Present
Board Member Nadege Vilsaint	Present
Board Member Parmalyn Jacob	Absent
Board Member Tanisha "Wakumi" Douglas	Present

Others Present:

Vivian Cao, Chimene Graham, and Nicole Hoyle, Miami-Dade County, Office of Management & Budget (OMB)  
Lieutenant Luis Perez Jr., Miami- Dade County Police Department- Community Policing

- III. Introduction of OMB Assistant Director, Community Redevelopment and Municipal Services, Vivian Cao – Vivian Cao stated she is available for the board and members of the community and stated her information can be found on the CRA website.
- IV. Public Comment/ Reasonable Opportunity to be Heard – Timothy Barnes (7410 SW 15<sup>th</sup> Street) stated he works for Centennial Bank and inquired about future partnerships within the community. Chairman McKinney encouraged Mr. Barnes to keep coming to meetings to remain up to date on CRA business. Nadege Vilsaint stated Timothy Barnes should get in touch with the Arcola Lakes Library to inquire about lecturing to the local community about the services his company provides.
- V. Approval of Agenda – Nadege Vilsaint moved approval of the Agenda, with a second from Gilbert Saint Jean Jr. Motion passed.
- VI. Approval of May 22, 2023, Minutes – Nadege Vilsaint moved approval of the Minutes, with a second from Gilbert Saint Jean Jr. Motion passed.
- VII. County Presentation–
  - A. Lt. Luis Perez – Lt. Perez gave a presentation on the work the Community Policing unit does within the CRA and how they work with elected officials/community partners on different events such as: food drives, various community events, community clean-up and career-ready programs. Lt. Perez mentioned that his team targets challenged areas to help address some of the key issues of the area, such as homelessness. Ms. Vilsaint gave examples of various programs her organization works with that could help Lt. Perez fund the various programs. Ms. Douglas inquired about special training the Community Policing unit receives, which Lt. Perez stated he implements and has systems in place with his own unit to better assist the needs of the community. Ms. Douglas also inquired about mental health care services, which Lt. Perez stated MDPD has partnerships with local facilities to get people the help they need. The group also discussed Community Policing according to the Florida Statutes and exchanged thoughts on ideas that could help address key issues in the area; keeping in mind the economic funding parameters with which the CRA is bound by.
- VIII. Discussion Item –
  - A. RFP Draft Statements of Work – RFPs for an economic development coordinator and grants manager will be released in the coming months. Staff will be working closely with the County’s Procurement department to ensure adherence to the County’s solicitation guidelines and processes. The Board reviewed/approved the draft scopes of work.
- IX. Adjournment – There being no additional business, the meeting adjourned at 7:05 p.m.

**RESOLUTION NO. CRA-03-2024**

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AWARDING AN ECONOMIC DEVELOPMENT COORDINATOR SERVICES CONTRACT TO MHCP COLAB LLC, IN AN AMOUNT NOT TO EXCEED \$190,000.00 FOR A ONE-YEAR TERM WITH FOUR, ONE-YEAR OPTIONS TO RENEW THAT ARE SUBJECT TO THE BOARD'S APPROVAL AND AVAILABLE FUNDING; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE SUCH CONTRACT, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING TERMINATION, CANCELLATION AND AMENDMENT PROVISIONS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, that:

**Section 1.** The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

**Section 2.** This Board hereby awards an economic development contract for economic development coordinator services to MHCP COLAB LLC ("Contractor") in an estimated amount of \$190,000.00 for a one-year term with four, one-year options to renew, which such options to renew shall be subject to the Board's approval and funding availability. This Board authorizes the Executive Director or Executive Director's designee to execute such contract, in substantially the form attached hereto and made a part hereof, and exercise all provisions contained therein, including termination, cancellation and amendment provisions so long as such amendments are consistent with the purposes of this resolution.

The foregoing resolution was offered by Commissioner \_\_\_\_\_ who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_, and upon being put to a vote, the vote was as follows:

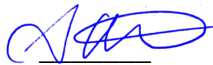
Aaron McKinney, Chairman \_\_\_\_\_  
Dr. Gilbert St. Jean \_\_\_\_\_  
Tanisha Douglas \_\_\_\_\_ Parmalyn Jacob \_\_\_\_\_  
Nadege Vilsaint \_\_\_\_\_

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of March, 2024.

**N.W. 79<sup>th</sup> STREET COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
N.W. 79<sup>th</sup> Street CRA Secretary

Approved by CRA Attorney as to form and legal sufficiency.



Terrence A. Smith



**Date:** March 27, 2024

**To:** Aaron McKinney, Chairwoman  
NW 79<sup>th</sup> Street Community Redevelopment Agency  
and Board Members

**From:** Vivian Cao, Executive Director  
NW 79<sup>th</sup> Street Community Corridor Redevelopment Agency

**Subject:** **Resolution 01-2024:** Recommendation of Award of RFP No. EVN0002830 (Economic Development Coordinator Services, NW 79<sup>th</sup> Street Community Corridor) to MHCP COLAB LLC

---

### **Recommendation**

It is recommended that the Board of Commissioners of the NW 79<sup>th</sup> Street Community Corridor Redevelopment Agency (Agency) award Contract No. EVN0002830, Economic Development Coordinator Services for NW 79<sup>th</sup> Street Community Corridor to MHCP COLAB LLC in an amount not to exceed \$190,000.00 for a one-year term. Subject to Board approval, the contract may be extended for four, one-year options to renew, dependent on annual funding. It is recommended that the Agency authorize the Executive Director to execute such contract and exercise all provisions of the contract, including termination and amendment provisions that are consistent with the Board's resolution, pursuant to Section 2-8.1 of the Code of Miami-Dade County, Florida, and Implementing Order 3-38.

### **Fiscal Impact**

The fiscal impact of this item is \$190,000.00, which will be funded with tax increment financing, and will be taken from the line item in the Agency's budget titled Contractual Services, Economic Development/Market Analysis.

### **Delegation of Authority**

Upon approval of this item, the Executive Director or Executive Director's designee will be authorized to execute contract on behalf of the Agency, and exercise all provisions of the contract, including termination and amendment provisions that are consistent with the Board's resolution.

### **Due Diligence**

Due diligence was conducted to determine contractor responsibility, including verifying corporate status and that there are no performance or compliance issues through various vendor responsibility lists and a keyword internet search. There were no adverse findings relating to contractor responsibility.

### **Background**

On November 13, 2023, Miami-Dade County's Strategic Procurement Department (SPD) on behalf of the Agency released a competitive Request for Proposals (RFP) EVN0002830, for the purchase of economic redevelopment coordination services. The RFP was advertised on INFORMS to more than 1,274 firms, and on the Florida Redevelopment Association website. Proposals were due on December 19, 2023; one proposal from MCHP COLAB LLC was received. An evaluation meeting was held on January 19, 2024, and the sole proposal was evaluated and scored by the Review Team, following the guidelines published in the solicitation. The Review Team recommended MCHP COLAB LLC be awarded based on the evaluation scores. Further, a successful negotiation resulted in savings of \$7,000.

Recommendation — RFP No. EVN0002830 (Economic Development Coordinator Services, NW 79<sup>th</sup> Street Community Corridor) to MHCP COLAB LLC  
March 27, 2024

---

<b>Table 1</b>			
<b>Proposer</b>	<b>Proposed Price</b>	<b>Review Team Score</b> (Max. 325.5)	<b>Funding Recommendation</b>
MHCP COLAB LLC	\$197,000	313.5	\$190,000

The Contractor will serve as the Agency's economic development coordinator firm, providing a comprehensive multi-track approach utilizing urban planning, economic analysis and communications strategy for identifying strategic opportunities to maximize the economic vitality of the community redevelopment agency, as set forth in the redevelopment plan. These activities will be carried out by a team of eight professionals, helmed by the Contractor, along with Local Government Consulting Group (LGCG) and WSP, an internationally recognized firm specializing in market economics and real estate finance. The immediate tasks, as approved by the Board, will include an evaluation of current conditions; updating of the action plan; inventorying vacant/land parcels available for redevelopment; and the scheduling of a strategic planning session.

Therefore, it is therefore in the best interest of the Agency and the redevelopment area to enter into a contract with MHCP COLAB LLC.

Attachment

**NW 79TH STREET CORRIDOR COMMUNITY DEVELOPMENT AGENCY ECONOMIC  
DEVELOPMENT COORDINATOR SERVICES  
CONTRACT NO: EVN0002830**

---

**THIS AGREEMENT** for the provision of coordination services, made and entered into as of this day \_\_\_\_\_ of \_\_\_\_\_, 2024 by and between **MHCP COLAB**, a corporation organized and existing under the laws of the State of Florida, having its principal office at 5701 Biscayne Boulevard, Suite CS1, Miami Florida, 33137 hereinafter referred to as the "Contractor", and the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency, having its principal office at 111 N.W. 1st Street, Miami, Florida 33128 (hereinafter referred to as the "Agency") (collectively, the Parties).

WITNESSETH:

WHEREAS, the Contractor has offered to provide economic redevelopment coordination services on a non-exclusive basis, that shall conform to the Scope of Services (Appendix A), Miami-Dade County Request for Proposal (RFP) No. EVN0002830, and all associated addenda and attachments, and the requirements of this Agreement; and

WHEREAS, the Contractor has submitted a written proposal dated December 19, 2023 (the "Contractor Proposal") which is incorporated herein by reference; and

WHEREAS the County desires to procure from the Contractor such services for the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency (CRA), in accordance with the terms and conditions of this Agreement; and

WHEREAS the Agency was created by the Miami-Dade County Board of County Commissioners in 20011 and serves the NW 79th Street Corridor of unincorporated Miami-Dade County (hereinafter referred to as the "Area");

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 NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency.
- b) The words "Article" or "Articles" to mean the terms and conditions delineated in this Agreement.
- c) The words: "Common Carrier or Contracted Carrier" to mean a person, firm, or corporation that undertakes for hire, as a regular business, to transport persons or commodities from place to place, offering their services to all such as may choose to employ the common carrier and pay their charges.
- d) The words "Contract" or "Agreement" to mean collectively these terms and conditions, the Scope of Work (Attachment 1), all other appendices and attachments hereto, all amendments issued hereto, RFP EVN0002830, which is attached hereto and incorporated by reference as Attachment 5, and all associated addenda, and the Contractor's Proposal.
- e) The words "Contract Date" to mean the date on which this Agreement is effective.
- f) The words "Contract Manager" to mean the Agency's Executive Director, or the duly authorized representative designated to manage the Contract.
- g) 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.
- h) The word "Contractor Budget" shall mean the documents attached hereto as Attachment 2, which details the allowable direct and indirect/administrative costs that will be funded under this Agreement.
- i) The word "County" to mean Miami-Dade County



- j) The word "Days" to mean Calendar days.
- k) 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.
- l) 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 "approve d", "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.
- 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 "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 specific period with both sharing profits and losses.
- o) The words "Project Manager" to mean the Agency's Executive Director or the duly authorized representative designated to manage the Project.
- p) The words "Scope of Work" to mean the document appended hereto as Appendix A, which details the work to be performed by the Contractor.
- q) The words "Service" or "Services" to mean the provision of economic redevelopment coordination services in accordance with the Scope of Services.
- r) 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.
- s) 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 49;
- 2) the Scope of Work (Appendix A);
- 3) Appendix B, Price Schedule;
- 4) Miami-Dade County's RFP No. EVN0002830 and any associated addenda and attachments thereof;
- 5) the Contractor's Proposal.

## **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 both parties hereto 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 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's Project Manager.
- e) The Contractor acknowledges that the Agency 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. 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 Agency 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 of the Parties' execution, whichever is later, and shall continue through the last day of the twelfth month, thereafter. The Agency at its sole discretion may renew this Contract for four, one-year terms, dependent on annual funding. The County 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. The 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 CRA Board of Commissions (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 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:**

To the Contract Manager:

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment  
Agency c/o Miami-Dade County  
111 NW 1<sup>st</sup> 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](mailto:vivian.cao@miamidade.gov)

**With copies to:**

N.W. 79<sup>th</sup> Street Corridor Community Redevelopment  
Agency c/o Miami-Dade County  
111 NW 1<sup>st</sup> Street, Suite 2210  
Miami, Florida 33128  
Attention: Chimene Y. Graham  
Phone: (305) 375-5143 Fax:(305) 375-1569  
E-mail: [chimene.graham@miamidade.gov](mailto:chimene.graham@miamidade.gov)

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

**b) To the Contractor:**

Attention: Melissa Hege  
Address: 5701 Biscayne Boulevard, Suite CS1  
Miami FL 33137  
Telephone: 305-607-9257  
E-mail: [melissa@mhpcpolab.com](mailto:melissa@mhpcpolab.com)

Attention: Matthew Hege  
Address: 5701 Biscayne Boulevard, Suite CS1  
Miami FL 33137  
Telephone: 305-801-4729  
E-mail: [info@mhpcpolab.com](mailto:info@mhpcpolab.com)

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 Agency'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 and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be paid in accordance with Appendix B, Price Schedule.

Notwithstanding the foregoing Appendix B, Price Schedule, the parties acknowledge that the Agency will encumber funding of FY 2023 - 2024 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 2023 – 2024 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.

All Services undertaken by the Contractor before Agency's approval of this Contract 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 employee 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 Agency. Additionally, All collateral materials, reports, studies and other printed material will be reproduced and reimbursed by the Agency.

#### **ARTICLE 8. PRICING**

Prices shall remain firm and fixed for the term of the Contract, including any option or extension periods; however, the Contractor may offer incentive discounts to the Agency at any time during the Contract term, including any renewal or extension thereof.

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

The Contractor agrees that under the provisions of this Agreement, as reimbursement for those actual, reasonable and necessary costs incurred by the Contractor, which are directly attributable or properly allocable to the Services, the Contractor may bill the Agency 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 Agency, shall show the Agency's contract number, and shall have a unique invoice number assigned by the Contractor. It is the policy of the Agency that payment for all purchases by the Contractor shall be made in a timely manner and that interest payments be made on late payments. In accordance with Florida Statutes, Section 218.74 and Section 2-8.1.4 of the Miami-Dade County Code, the time at which payment shall be due from the Agency shall be forty-five (45) days from receipt of a proper invoice.

The time at which payment shall be due to small businesses shall be thirty (30) days from receipt of a proper invoice. All payments due from the Agency, 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 Agency, not later than sixty (60) days after the date on which the proper invoice was received by the Agency.

In accordance with Miami-Dade County Implementing Order 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: N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency, 111 NW 1<sup>st</sup> Street, Suite 2210, Miami, Florida 33128, Attention: Vivian Cao or Chimene Y. Graham

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 the Agency's notification, the Contractor shall furnish to the N.W. 79<sup>th</sup> Street Corridor Community Redevelopment Agency c/o Miami-Dade County, 111 NW 1<sup>st</sup> Street, Suite 2210, Miami, Florida 33128, certificate(s) of insurance that indicate that insurance coverage has been obtained, which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the contractor as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$1,000,000 per occurrence, and \$2,000,000 in the aggregate. Products/completed operations. **The Agency must be included as an additional Insured.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles, in an amount not less than \$100,000,000 combined single limit.
- D. Professional Liability \$1,000,000 each occurrence \$2,000,000 aggregate covering claims arising out of the rendering or failure to render professional services or products.

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

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

**The mailing address of Miami-Dade County as the certificate holder must appear on the certificate of insurance as follows:**

**Miami-Dade County  
111 NW 1st Street  
Suite 2340  
Miami, Florida 33128-1974**

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 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 Agency. 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 Agency before such expiration. If expired certificate of insurance is/are not replaced or renewed to cover the Contract period, the Agency may suspend the Contract until the new or renewed certificate is/are received by the Agency in the manner prescribed herein. If such suspension exceeds thirty (30) calendar days, the Agency 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 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.

#### **ARTICLE 12. EMPLOYEES OF THE CONTRACTOR**

All employees of the Contractor shall be considered to 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.

The Agency may require the Contractor to remove an employee it deems careless, incompetent, insubordinate or otherwise objectionable and whose continued employment on Agency or Agency 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 economic development and coordination services in an advisory basis and does not have the authority to manage the employees, funds or budgets of the Agency. 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.

**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.

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.

- e) 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 appendices 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 both 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 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, 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 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 and of its subcontractors and suppliers 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 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. SUBSTITUTION OF PERSONNEL**

In the event the Contractor wishes to substitute personnel for the key personnel identified by the Contractor's Proposal, the Contractor must notify the Agency in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

**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**

- 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.

- 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 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.

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

- a) An Event of Default shall mean a breach of this Agreement by the Contractor. 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 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 Agency where required by this Agreement;
  - vi. the Contractor has failed to provide "adequate assurances" as required under subsection b below;
  - vii. the Contractor has failed in the representation of any warranties stated herein.
  - viii. 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.
- 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 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 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. 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, 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 Agency, 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 Agency 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 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 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.

### **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.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 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 (0.25% does not apply to this Contract)**

### **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 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 Agency 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 Executive Order 11246, "Equal Employment Opportunity", as amended by Executive Order 11375, and, implementing regulations at 41 C.F.R. Part 60.
- b) Miami-Dade County Small Business Enterprises Development Participation Provisions.
- c) The Clean Air Act of 1955, as amended, (42 U.S.C. §§ 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. §§ 1251-1387), as amended.
- d) The Davis-Bacon Act, as amended (40 U.S.C. §§ 3141-3144 and 3146-3148) as supplemented by the Department of Labor regulations (29 C.F.R. Part 5).
- e) The Copeland "Anti-Kickback" Act (40 U.S.C. § 3145) as supplemented by the Department of Labor regulations (29 C.F.R. Part 2).
- f) Section 2-11.1 of the Code of Miami-Dade County, "Conflict of Interest and Code of Ethics Ordinance".

- g) Section 10-38 of the Code of Miami-Dade County, "Debarment of Contractors from County Work".
- h) Section 11A-60 - 11A-67 of the Code of Miami-Dade County, "Domestic Leave".
- i) 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.
- j) The Equal Pay Act of 1963, as amended (29 U.S.C. § 206(d)).
- k) 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).
- l) Section 448.07 of the Florida Statutes "Wage Rate Discrimination Based on Sex Prohibited".
- m) Chapter 11A of the Code of Miami-Dade County (§ 11A-1 *et seq.*) "Discrimination".
- n) Chapter 22 of the Code of Miami-Dade County (§ 22-1 *et seq.*) "Wage Theft".
- o) Any other laws prohibiting wage rate discrimination based on sex.
- p) Chapter 8A, Article XIX, of the Code of Miami-Dade County (§ 8A-400 *et seq.*) "Business Regulations".
- q) Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).
- r) 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.

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 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, or 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.

#### **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) 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 written approval and instruction of the Agency; 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 Miami-Dade County.

#### **ARTICLE 39. COUNTY USER ACCESS PROGRAM (UAP) (UAP does not apply to this Contract)**

#### **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 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 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 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 42. 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 43. 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 Agency 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:**

**N.W. 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY C/O MIAMIDADE 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 44. INDIVIDUALLY IDENTIFIABLE HEALTH INFORMATION and/or PROTECTED HEALTH INFORMATION**

(Use if applicable and include the Business Associate Agreement)

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI)" shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates for privacy, security, and electronic transfer standards, include but are not limited to:

1. Use of information only for performing Services required by the Contract or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and Subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment; and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or

electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically a description of the types of uses and disclosures that would be made with protected health information.

#### **ARTICLE 45. 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 County has a good faith belief that Contractor has knowingly violated Section 448.09(1), Florida Statutes, then 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 Agency because of such termination.

In addition, if County 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 Agency Court by the Agency, Contractor, or Subcontractor no later than twenty (20) calendar days after the date of contract termination.

#### **ARTICLE 46. PROHIBITION AGAINST GOVERNMENTAL ENTITY CONTRACTS WITH COMMON CARRIER or CONTRACTED CARRIER (Use if applicable or delete if not applicable to the Work/Services)**

By entering into, amending, or renewing this Contract, including, without limitation a grant agreement or economic incentive program payment agreement (all referred to as "Contract"), as applicable, the common carrier or contracted carrier (collectively referred to as "Carrier" or "Contractor") is obligated to comply with the provisions of Section [908.111](#), Florida Statutes ("F.S."), "Prohibition against governmental entity contracts with common carriers," etc. as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section [908.111](#), F.S. apply to this Contract.

This compliance includes Contractor providing an attestation that it is not willfully providing, nor will it willfully provide, any service during the Contract term in furtherance of transporting a person into the State of Florida knowing that the person is an unauthorized alien, except to facilitate the detention, removal, or departure of the person from the State of Florida or the United States. This attestation by the Contractor shall be in the form attached to this Contract as **Exhibit A - Common Carrier or Contracted Carrier Attestation Form** and must be executed by Contractor and provided County when entering, amending, or renewing this Contract. **This Contract shall not be effective unless and until Contractor executes and provides such attestation.**

Additionally, the Contractor acknowledges and agrees that this subsection and the corresponding compliance with the requirements of Section [908.111](#), F.S., are deemed added to Section 33 of the Contract (**FEDERAL, STATE, AND LOCAL COMPLIANCE REQUIREMENTS**). The Contractor further affirms that if it is found in violation of the required attestation, or of any requirement of the Contractor set forth in Section 908.111, F.S., such violation shall be just cause for immediate termination of the Contract by the Agency, without opportunity to cure, and exclusive

of any procedures to cure set forth in elsewhere in the Contract for other events of default. Such termination shall

be effective on the termination date stated in the written notice provided by the Agency and Contractor shall take all actions provided in Section 23(e) of this Contract. If County terminates this Agreement for cause under this subsection, County shall retain its rights under Section 23(c)-(d) of the Contract to (1) 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 pay all direct or indirect costs associated with such termination or cancellation, including attorneys' fees, and (2) debar Contractor from County contracting in accordance with the Agency debarment procedures.

#### **ARTICLE 47. PAYMENT CARD INDUSTRY DATA SECURITY REQUIREMENTS**

(Use if applicable or delete if not applicable to the Work/Services)

The Contractor shall adhere to Payment Card Industry (PCI) Data Security requirements. Contractor is responsible for security of cardholder data in its possession. Such data can ONLY be used for the purpose of providing the services in this Agreement, providing fraud control services or for other uses specifically required by law.

The Contractor shall provide business continuity in the event of a major disruption, disaster or failure. Contractor will contact the County's Chief Security Officer immediately to advise of any breaches in security where card data has been compromised. In the event of a security intrusion, the Contractor shall provide, at no cost to the County, a PCI representative, or a PCI approved third party with full cooperation and access to conduct a thorough security review. The review will validate compliance with the PCI Data Security Standard for protecting cardholder data.

The Contractor shall properly dispose of sensitive cardholder data when no longer needed and shall treat all cardholder data as confidential, including after the expiration of this Agreement. Contractor shall provide the County's PCI Compliance Officer, Finance Department at (305) 375-5245, documentation showing PCI Data Security certification has been achieved. Contractor shall advise the County's PCI Compliance Officer of all failures to comply with the PCI Data Security Requirements. Failures include but are not limited to system scans and self-assessment questionnaires and if requested provide a timeline for corrective action.

#### **ARTICLE 48. PAYMENT CARD INDUSTRY DATA SECURITY COMPLIANCE**

(Use if applicable or delete if not applicable to the Work/Services)

The Contractor shall comply with the Payment Card Industry Data Security Standards in effect and at all times throughout the term of this agreement.

- a) The Contractor confirms its knowledge of and commitment to comply by providing the following proof that Contractor's devices/applications/processes meet PCI compliance requirements:
  1. Contractor's current annual PCI Compliance certification. The Agency has the auditing right to request copies of the PCI compliance certifications at a later time.
  2. During an installation or a major system upgrade the Contractor must provide implementation manuals and detailed diagram(s) that show all cardholder data flows across the Agency's systems and networks.
  3. Vendor Form – Payment Application(s) – Only applicable to the vendor who is installing the product in County environment.
- b) The Contractor shall resubmit the aforementioned passing, updated, completed and signed PCI compliance documents annually to the Agency. Furthermore, the Contractor shall update their solution, when required, to remain compliant with all changes to the PCI standards and requirements by the implementation dates mandated by the PCI Data Security Standards Council and remediate any critical security vulnerabilities within thirty (30) days of identification.
- c) Sensitive Authentication data and Primary Account number shall not be stored by the vendor application at any point, even if masked. Any other Card holder data should not be stored by the vendor application unless it is absolutely needed for County's operations.
- d) POS (Point of Sale) and Retail transactions must be routed directly to Miami-Dade County's merchant

provider (ELAVON) and must be Europay, Mastercard and Visa (EMV) compliant. All POS and Retail transactions must be capable of accepting NFC (near field communications) payment methods such as Google Wallet, ApplePay, Samsung Wallet.

- e) Internet transactions must be routed through Miami-Dade County's Internal Payment Gateway (Payment Card and eCheck). Exceptions to using Miami-Dade County's Internal Payment Gateway shall require written justification by the Contractor, including a cost/benefit analysis, and require written approval by both the Finance Department Director and Chief Information Officer.
- f) Proposed systems that fall outside of the requirements stated in this document shall be reviewed by the Enterprise Security Office and subjected to a risk assessment to ensure the system offers sufficient protection of cardholder data. Exceptions shall require written justification by the proposed system's provider, the ESO's risk analysis, and require written approval by both the Finance Department Director and Chief Information Officer.

Transactions processed through the Miami-Dade County Internal Payment Gateway are prohibited from accepting/processing PIN numbers for security reasons. Debit card transactions must be processed as credit card transactions. Miami-Dade County provides three (3) basic services that allow Contractor applications to interact with its Payment Gateways:

1. Web-based Credit Card Transaction Service
2. Web-based Automated Clearing House (ACH) (e-Check) Transaction Service.
3. Recurring Payment Service (for monthly or yearly recurring payments). This service will allow merchants to develop recurring credit card payments on behalf of their payers. This is a SOAP Web Service, and Miami-Dade County will provide the service Web Service Definition Language (WSDL) and the necessary documentation. The Recurring Payment Service is PCI-compliant, and all the sensitive credit card data is stored offsite in the Agency's clearinghouse.

There are two different ways that a merchant customer can handle the Credit Card or ACH (e-Check) transaction processing:

#### **Option #1:**

Contractor's application interfaces directly with Miami-Dade County's Payment Gateway via a RESTful web-service. Miami-Dade County will provide the XML schemas to all basic services: web payment processing, void, refund and recurring payments. Miami-Dade County will also provide all the necessary URLs for these services, as well as documentation detailing fields and response codes. All services will respond with the same XML receipt.

This solution will require the client application to fully interact with Miami-Dade County's Payment Gateway, reacting to processing and system errors. Even though this solution requires more development and integration from a vendor, it will offer the greatest flexibility and customization. This option also requires for the vendor application to be hosted on a server inside Metronet, since Miami-Dade County's Payment Gateway is not accessible from the Internet. If the application is outside the Metronet, Miami-Dade County can develop a Payment Module Application (option #2) that will service the vendor's application.

#### **Option #2:**

Contractor's application will utilize a Payment Module Web Application developed and maintained by Miami-Dade County. This solution can be a standard web application, a mobile web application, or both. A link will be provided on the vendor application that sends payers to the Payment Module Application. For example, once the payer has selected the items to purchase (from the vendor's application), there would be a "Pay Now" button that will redirect the payer to the Miami-Dade County Payment Module via HTTPs post, carrying all the necessary data to begin the payment process (User ID, Amount, etc.). This requires

only minor development effort on the vendor side. The vendor will agree on custom fields to be passed to the Miami-Dade County Payment Module via HTTP protocol over TLS 1.2 or higher (only secure connections are accepted; Secure Sockets Layer protocol is not accepted). In turn, the Miami-Dade County Payment Module will collect the payment information and process the transaction via the Miami-Dade County Internal Payment Gateway. Results will be posted back (post back URL is provided by the client application) to the vendor application. This solution will not require the client application to be hosted in Metronet. The Miami-Dade County Payment Module handles all processing and system errors, simplifying the integration effort on the vendor side.

**ARTICLE 49. 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 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 last date that the Agreement is executed below,**

**Contractor**

**N.W. 79<sup>th</sup> Street Corridor Community  
Development Agency (CRA)**

By: Melissa Hege

Name: Melissa Hege

Title: Principal and Owner

Date: 02.12.2024

Attest: Pamela Garel  
Corporate Secretary/Notary Public  
**PAMELA GAREL**

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

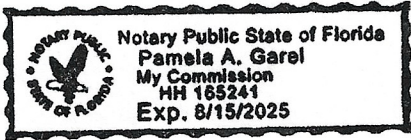
Name: \_\_\_\_\_

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

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

Attest: \_\_\_\_\_

Corporate Seal/Notary Seal



Approved as to form  
and legal sufficiency

\_\_\_\_\_  
Assistant County Attorney



## APPENDIX A

### SCOPE OF SERVICES

#### 1. Background

Miami-Dade County, hereinafter referred to as the County, as represented by the NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency hereinafter referred to as the CRA or Agency, and the Office of Management and Budget, hereinafter referred to as OMB is contracting with a consultant to provide redevelopment coordinating services in connection with the implementation of the CRA's Redevelopment Plan to include, in varying degrees, many facets of the CRA/Agency's goals including, providing business and economic assistance and the removal of slum and blight. The contractor shall serve as the "Economic Development Coordinator" and oversee and guide the CRA's economic development plans.

In order to eliminate and prevent the spread of blighted conditions and stimulate and support the redevelopment of the NW 79th Street corridor, the NW 79th Street Corridor Community Redevelopment Agency (CRA or Agency) was created and its Board of Commissioners (Board) appointed by the Miami-Dade County (County) Board of County Commissioners (BCC), pursuant to Chapter 163, Part III, Florida Statutes and Ordinance No.11-52, as amended, on July 19, 2011. The Board also approved the Agency's Redevelopment Plan (Plan) on July 9, 2011. In addition to the Plan, the CRA has also developed an Action Plan, in which supporting the opportunities for residents, growth and expansion and creation of new small and medium sized businesses and redevelopment of key parcels of land in the Redevelopment Area are critical priorities.

Over the years, the Board adopted the following:

- a) Resolution No. 566-09, dated May 5, 2009, declared the Area as slum and blighted and authorized the County to prepare a Community Redevelopment Plan to carry out the community redevelopment purposes of Chapter 163 in the CRA.
- b) Ordinance No. 11-55, dated July 11, 2011, appointed the members of the CRA Board;
- c) Resolution 604-11, dated July 19, 2011, approved the CRA Redevelopment Plan.
- d) Ordinance No. 11-52, dated July 19, 2011, established a redevelopment trust fund pursuant to Chapter 163, Florida Statutes, for deposit of tax increment revenues generated from the Redevelopment Area; and
- e) Resolution No. 95-12, dated January 24, 2012, approved execution of the Interlocal Agreement between the County and the CRA.

Supplementary background information about the NW 79th Street Agency Redevelopment Plan can be found at: <https://www.miamidade.gov/global/government/boards/northwest-79th-street-cra.page>

The Redevelopment Area is in the west-central portion of Miami-Dade County. It extends approximately 2 miles from NW 7th Street at the east end to NW 37th Street on the west end. At the west end, it includes only those parcels fronting on NW 79th Street on the north side but extends south for about one third of a mile to include an industrial area centered around the FEC railroad tracks running approximately parallel to NW 79th Street. The center portion, between NW 17th and NW 27th Streets, widens considerably to extend to NW 61st Street on the south to NW 87th Street on the north, a distance of about one mile. The east end, east of NW 17th Street, is less than a thousand feet wide, and centered on NW 79th Street. The overall area encompasses approximately 1,254 acres.

## APPENDIX A

### SCOPE OF SERVICES

Situated in the heart of Miami, from its eastern border at NW 7th Street going west to NW 32nd Street, 79th Street is a mixture of old, new, corporate, industrial, and retail businesses interspersed with an emerging inventory of new affordable housing apartment options for seniors and families. The streets are lined with an array of colorful storefronts, from family-owned businesses to shops showcasing an assortment of goods from around the world. An underappreciated aspect of this community is its global demographics with African American, African, Caribbean and Hispanic merchants with ties throughout the Americas, Africa, Asia and other world markets. The economic energy is active and offers immense opportunity for growth, revitalization and investment - the 79th Street area is set to become a regional, national, and global player.

While the area faces many of the physical struggles common to urban communities—blight, dilapidated, and deteriorating properties and parcels, challenges with infrastructure development, and workforce support—the collaborative efforts of local stakeholders and organizations are fostering an environment conducive to innovation and sustained economic advancement, and there are clear signs of vitality with new commercial and residential investments aiming to improve the quality of life for residents and visitors alike.

The NW 79th Street Corridor CRA is situated in a key location that supports the expansion, creation and diversification of the Miami-Dade County economy. The Redevelopment Plan for the NW 79th Street Corridor CRA proposes an outline of programs and strategies designed to address:

1. Infill and Replacement Housing	2. Grant and Financing Programs
3. Economic Development	4. Land Acquisition
5. Infrastructure and Neighborhood Improvements	6. Planning and Land Use Regulation

Because of the diversity of zoning and land uses throughout the corridor, the CRA must create and employ a variety of strategies to address the conditions of the residents and the needs of the property owners in the Redevelopment Area. Businesses in the CRA face a challenge in that public perception of the CRA is either limited, misunderstood, or uninformed. The many businesses and the level of business activity along the NW 79th Corridor Street Corridor isn't well known, and many incorrectly perceive the CRA as a high crime area.

The CRA's Board has developed an action plan (2019), which this RFP seeks to update as the market conditions have changed, in which actionable strategic goals were identified. They were:

- a) Support small business development and improve access to capital for local businesses;
- b) Support vacant lot development within the district;
- c) Support infrastructure development within the district; and
- d) Support mixed-use development throughout the district;
- e) Organize and activate major commercial corridors within the CRA district;
- f) Create a comprehensive marketing strategy for the CRA district;
- g) Support international trade and logistics initiatives that support business development and job creation;
- h) Increase the availability of quality, affordable housing in the district;
- i) Pursue the creation of a Business Improvement District (BID) for the Corridor;
- j) Commission a comprehensive re-development plan for the Poinciana Industrial Park

Additional information about the CRA, including the Redevelopment Plan (2010) and an Market and Strategic Planning Study (2014), can be obtained online: <https://www.miamidade.gov/redevelopment/nw-79th-street-corridor.asp>

## APPENDIX A

### SCOPE OF SERVICES

#### 2. Objectives

The CRA objectives in connection with the implementation of the CRA's Redevelopment Plan include, in varying degrees, many facets of the Agency's goals including providing business and economic assistance and the removal of slum and blight. The efforts of the Contractor will help drive economic growth, attract investment, create job opportunities, and enhance the overall quality of life in the community through economic development coordination.

Businesses in the Area face a challenge in that public perception of the Area is either limited, misunderstood, or uninformed. The many businesses and the level of business activity in the NW 79th Street Corridor isn't well known therefore; some members of the public incorrectly perceive the neighborhood to be a high crime area.

#### 3. Tasks / Scope of Work

The role of the Contractor involves a combination of administrative, financial, and strategic responsibilities. As their initial tasks, the Contractor shall:

- Review and update CRA Action Plan within 120 days following engagement;
- Provide recommendations to the consultant retained to update the CRA Redevelopment Plan;
- schedule and facilitate a board retreat/strategic planning session; and
- initiate plans to identify possible properties available for re-development opportunities.

In addition, the Contractor shall have as their primary responsibilities the following:

1. Economic Development Planning:
  - Conduct research and analysis to identify economic development opportunities and challenges within the community. This includes analyzing current economic conditions, infrastructure deficiencies, blight or deteriorating properties, unemployment rates and social issues affecting the Area.
  - Collaborate with stakeholders to develop short-, mid- and long-term economic development plans aligned with the agency's goals and objectives.
2. Business Engagement, Attraction and Retention:
  - Identify and target industries and businesses (both within the Area and businesses desirous of relocating into the Area) which align with the community's economic development objectives.
  - Develop strategies and initiatives to attract new businesses, including site selection assistance and incentive programs.
  - Implement programs to support the growth and retention of existing businesses, including business assistance and expansion programs.
  - Update economic data on CRA webpage, written materials and create a digital business directory.
3. Grant/Funding Assistance and Procurement:
  - Research and identify grant/cost-neutral opportunities and funding sources for training or economic development projects and initiatives.
  - Draft, recommend and/or implement competitive or non-competitive solicitations, as requested by the CRA/administration;
  - Participate, if requested, as a panelist for competitive solicitations, grant awards, etc.;
  - Identify and secure sources of income other than tax increment revenues;

## APPENDIX A

### SCOPE OF SERVICES

4. Workforce Development:
  - Collaborate with entities regarding workforce development; facilitate partnerships; and coordinate initiatives to support workforce development within the CRA.
5. Real Estate Development:
  - Identify underutilized or blighted properties suitable for redevelopment and work with property owners, developers, and investors to stimulate revitalization.
  - Coordinate with State/County planning and zoning officials to streamline the development process and ensure compliance with local regulations.
  - Facilitate public-private partnerships and negotiate development agreements to attract investment and foster sustainable growth.
6. Small Business Support:
  - Provide assistance to small businesses within the CRA, start-ups, and entrepreneurs, including business plan development, access to capital, and technical assistance.
  - Organize workshops, training sessions, and networking events to enhance the skills and knowledge of local entrepreneurs.
  - Foster a supportive business eco-system by facilitating connections between small businesses, mentors, and industry experts.
7. Data Analysis and Reporting:
  - Collect and analyze economic data, market trends, and industry benchmarks to inform economic development strategies and decision-making.
  - Prepare regular reports and presentations to communicate progress, achievements, and challenges to the Board, agency staff, stakeholders, and community members.
  - Submit monthly activity reports and other documents with invoice package;
8. Collaboration and Stakeholder Engagement:
  - Foster relationships and collaborations with key stakeholders, including local government officials, business organizations, chambers of commerce, and community groups.
  - Coordinate, initiate and participate in all CRA meetings, community workshops, and task forces related to economic development and community revitalization.
  - Seek input from community members, businesses, and organizations to find compatible alignments.
9. Monitoring and Evaluation:
  - Establish performance indicators and benchmarks to measure the effectiveness of economic development initiatives.
  - Monitor and evaluate the outcomes and impacts of projects and programs and make recommendations for improvements.
  - Conduct regular reviews of economic development strategies and adjust approaches as needed based on evaluation findings.
  - Represent the agency at trade shows, conferences, and other events.

It is anticipated that during the initial 90-day period the Contractor shall require approximately 40 hours per week. Thereafter, it is anticipated that the Contractor shall require approximately 20 hours per week. The CRA does not have a physical location where Contractor is expected to work. Therefore, the hours referenced apply to a combination of hours spent attending CRA meetings (“on- site”) and hours spent away from the CRA (off-site) conducting business on behalf of the CRA.

## APPENDIX A

### SCOPE OF SERVICES

The Redevelopment Plan identified six priority areas of concentration. The six areas were:

- (1) infill and replacement housing;
- (2) grant and financing programs;
- (3) economic development;
- (4) land acquisition;
- (5) infrastructure and neighborhood improvements; and
- (6) planning and land use regulation.

The Contractor's action plan shall outline the immediate actions necessary to implement the strategic vision. Both components will be based upon quantitative evidence from past and current market research data and focused analytical studies by the economic development coordinator, as well as qualitative data gathered from community outreach efforts, SWOT analysis, focus groups, meetings and case studies.

The CRA's Action Plan will provide the means by which policy, programs, projects, and tasks that support the vision and goals of the redevelopment plan can be tracked, measured, and evaluated annually by the economic development coordinator. While the strategic vision will have five, seven, and ten-year outlooks, the action plan will focus on the immediate actions that must take place within the next few years.

#### **4. Reporting**

When subcontractors or sub-consultants are utilized to fulfill the terms and conditions of the awarded contract, the Contractor 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 by the Contractor directly to Small Business Enterprises performing part of the contract work.

**APPENDIX A**

**SCOPE OF SERVICES**

**RFP EVN0002830 – NW 79<sup>th</sup> Street CRA – Economic Development Services**

**DELIVERABLES**

<b>Task</b>	<b>Timeline</b>	<b>2024 Goals</b> <i>(Mar 2024 – Sept 2024)</i>	<b>2024 Outcome</b>	<b>2025 Goals</b> <i>(Oct 2024 – Feb 2025)</i>	<b>2025 Outcome</b>
A. Evaluate existing conditions/ SWOT analysis	<b>Mar – June 2024</b>				
B. Inventory vacant land/parcels which may be available for redevelopment	<b>Mar – June 2024</b>				
C. Provide communications strategy for stakeholder engagement	<b>Mar – June 2024</b>				
D. Launch Public input community engagement tool's online multi-language dashboard as part of on-going community outreach effort	<b>Mar – June 2024</b>				
E. Schedule and facilitate Board retreat/strategic planning session(s)	<b>June – July 2024</b>				
F. Issue strategic vision developed from the board retreat	<b>Aug – Sept 2024</b>				
G. Review and update the CRA's Action Plan	<b>Sept - Oct 2024</b>				
H. Develop business outreach plan	<b>Sept - Oct 2024</b>				
I. Provide recommendations to the redevelopment plan consultant/firm	<b>Mar 2024 – Feb 2025</b>				
J. Engage in regular interaction with businesses along the corridor and those desirous of relocating; provide monthly activity reports and other documents as needed	<b>Mar 2024 – Feb 2025</b>				
K. Collaborate, as needed, with other CRAs (NW 7 <sup>th</sup> Avenue/North Miami) and CRA consultants for execution of mutual goals	<b>Mar 2024 – Feb 2025</b>				
L. Facilitate Inter-governmental (Miami-Dade County/State) matters and relations, as needed	<b>Mar 2024 – Feb 2025</b>				

**APPENDIX B**  
**PRICE SCHEDULE**

**Price**

The Contractor's price for the one-year term is flat, fixed price shown below, includes all costs associated to provide all the Services as stated in Appendix A, Scope of Services.

<b>Total Price for the Initial One-Year Term of the Contract</b>
<b>\$ 190,000.00</b>

The Contractor's fixed price for the four years shown below in the event the CRA renews the Contract and or gets additional funding for each of the subsequent years. These prices will be used when negotiating the subsequent years of the Contract.

<b>Total Prices for Years 2 through Five (dependent upon OR subject to the renewal of the contract and funding)</b>	
for Year 2	<b>\$ <u>190,000</u></b>
for Year 3	<b>\$ <u>190,000</u></b>
for Year 4	<b>\$ <u>190,000</u></b>
for Year 5	<b>\$ <u>190,000</u></b>

**A. BREAKDOWN OF TOTAL PRICE (Year 1)**

Occasionally, the Agency may require the additional services as listed in Appendix A, Scope of Services. These additional services are related to, but not included in, providing the services in Section A above. The Contractor's hourly rates by job classifications shown below are for providing any additional services:

<b>Classification</b>	<b>Not to Exceed Hourly Rate</b>
<b>Value Capture Expert, Executive, WSP</b>	<b>\$347</b>
<b>Principal MHCP COLAB</b>	<b>\$250</b>
<b>Lead Economist, WSP</b>	<b>\$230</b>
<b>Local Expert, WSP</b>	<b>\$210</b>
<b>Director, MHCP COLAB</b>	<b>\$205</b>
<b>Advisor, LGCG</b>	<b>\$175</b>
<b>Senior Planner/Analyst, WSP</b>	<b>\$130</b>
<b>Planner</b>	<b>\$ 80</b>
<b>Clerical</b>	<b>\$ 60</b>

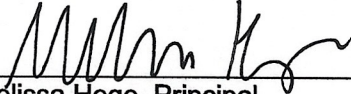
**Notes:**

1. The fixed prices and not to exceed hourly rates above 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.
2. The fixed price and hourly rates shall be guaranteed for the term of the contract, including any extensions and renewal periods.

**APPENDIX A**

**SCOPE OF SERVICES**

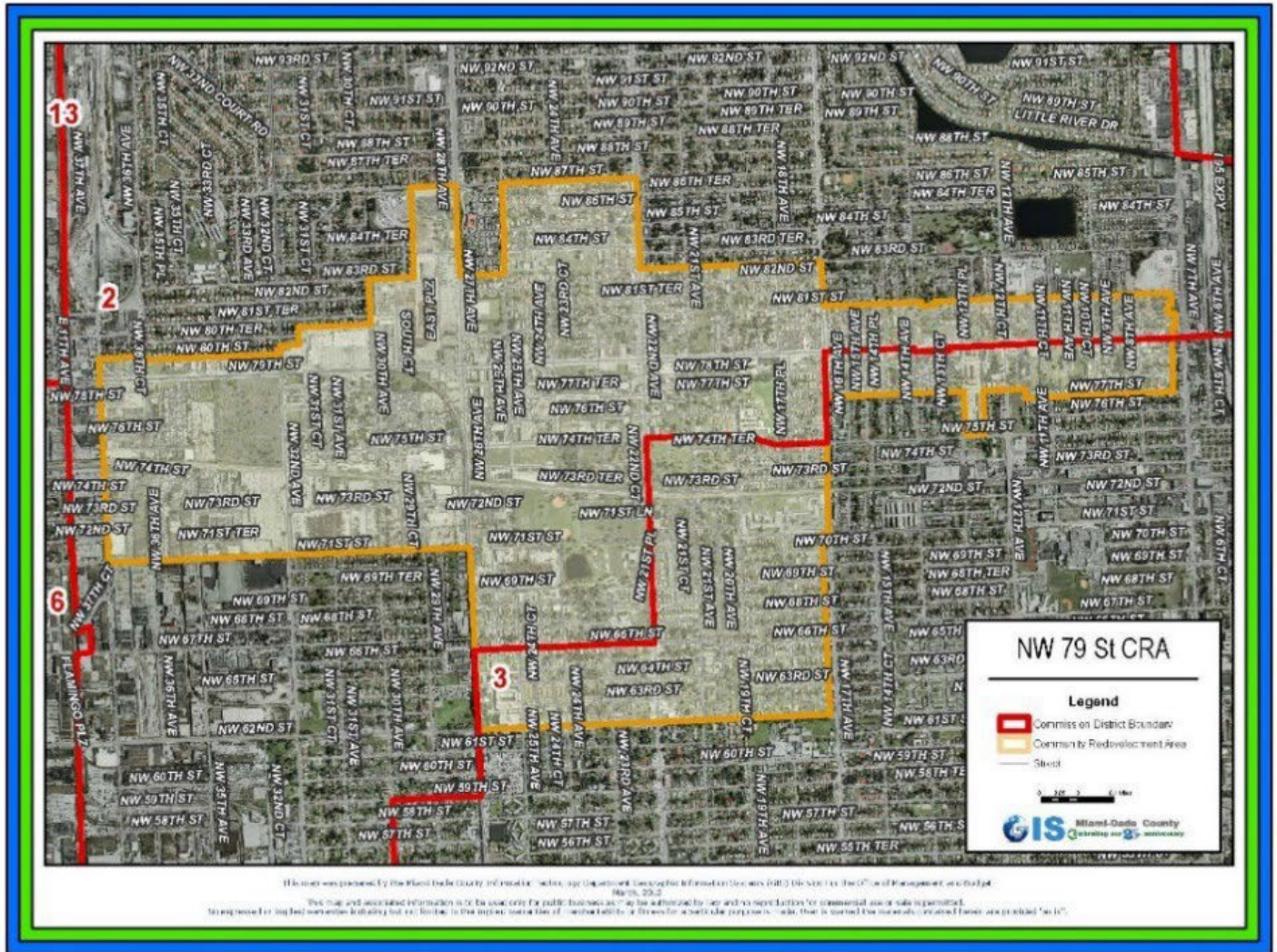
M. Attend CRA Board and staff meetings (in-person/virtual/telephone) and workshops and other relevant meetings, as requested	Mar 2024 – Feb 2025				
N. Provide the CRA with independent analysis, updates, reviews and/or coordination, as requested	Mar 2024 – Feb 2025				

  
\_\_\_\_\_  
Melissa Hege, Principal  
MHPC COLAB, LLC

02.12.2024  
\_\_\_\_\_  
Date



### ATTACHMENT 1 NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY MAP



RESOLUTION NO. CRA-02-2024

RESOLUTION OF THE NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY ACCEPTING THE FINDING OF NECESSITY STUDY (STUDY) THAT FINDS CERTAIN GEOGRAPHICAL AREAS OF UNINCORPORATED MIAMI-DADE COUNTY, FLORIDA, DESCRIBED GENERALLY AS BOUNDED ON (1) THE NORTH BY NW 77TH TERRACE/NW 77TH STREET, THE SOUTH BY NW 71ST STREET, THE EAST BY NW 7TH AVENUE, AND THE WEST BY NW 17 TH AVENUE; (2) THE NORTH BY NW 71ST STREET, THE SOUTH BY NW 53RD LANE, THE EAST BY NW 27TH AVENUE, AND THE WEST BY NW 35TH AVENUE/NW 37TH AVENUE; (3) THE NORTH BY 95TH STREET, THE SOUTH BY NW 80TH STREET, THE EAST BY NW 27TH AVENUE, AND THE WEST BY EAST 11TH AVENUE; AND (4) THE NORTH BY NW 87TH STREET, THE SOUTH BY NW 83RD STREET, THE EAST BY NW 25TH AVENUE, AND THE WEST BY NW 27TH AVENUE (EXPANSION AREAS), TO BE A SLUM OR BLIGHTED AREAS; AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO SUBMIT THE STUDY TO MIAMI-DADE COUNTY SO THAT THE MIAMI-DADE BOARD OF COUNTY COMMISSIONERS CAN MAKE CERTAIN FINDINGS AND ADOPT THE STUDY IN ACCORDANCE WITH SECTION 163.355, FLORIDA STATUTES; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE, SUBJECT TO THE COUNTY COMMISSION'S APPROVAL OF THE STUDY, TO COMPETITIVELY SELECT A CONSULTANT TO PREPARE AN AMENDMENT AGENCY'S AND THE NW 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AREA'S REDEVELOPMENT TO INCLUDE THE EXPANSION AREAS

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF C  
COMMISSIONERS OF THE N.W. 79TH STREET COMMUNITY REDEVELOPMENT  
AGENCY, that:**

**Section 1.** The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

**Section 2.** This Board accepts the Finding of Necessity Study (the “study”) attached hereto as Attachment A and incorporated herein by reference, which finds that certain geographical areas of unincorporated Miami-Dade County, Florida, which are depicted in Attachment “C” attached hereto and incorporated herein by reference, and described generally as bounded on (1) the north by NW 77<sup>th</sup> Terrace/NW 77<sup>th</sup> Street, the south by NW 71<sup>st</sup> Street, the east by NW 7<sup>th</sup> Avenue, and the west by NW 17<sup>th</sup> Avenue; (2) the north by NW 71<sup>st</sup> Street, the south by NW 53<sup>rd</sup> Lane, the east by NW 27<sup>th</sup> Avenue, and west by NW 35<sup>th</sup> Avenue/NW 37<sup>th</sup> Avenue; (3) north by NW 95<sup>th</sup> Street, south by NW 80<sup>th</sup> Street, east by NW 27<sup>th</sup> Avenue, and west by East 11<sup>th</sup> Avenue; and (4) the north by NW 87<sup>th</sup> Street, the south by NW 83<sup>rd</sup> Street, the east by NW 25<sup>th</sup> Avenue, and the west by NW 27<sup>th</sup> Avenue (“Expansion Areas”), to be a slum or blighted areas. This Board authorizes the Executive Director or Executive Director’s designee to submit the study to Miami-Dade County so that the Miami-Dade County Board of County Commissioners (“County Commission”), as the governing body, can make certain findings and adopt the study as required by section 163.355, Florida Statutes.

**Section 3.** This Board authorize the Executive Director or Executive Director’s designee, subject to the County Commission’s approval of the study, to competitively select a consultant to prepare an amendment to the Agency’s and the NW 79<sup>th</sup> Street Corridor Community Redevelopment Area’s redevelopment plan to include the Expansion Areas.

The foregoing resolution was offered by Commissioner \_\_\_\_\_,  
who moved its adoption. The motion was seconded by Commissioner \_\_\_\_\_  
and upon being put to a vote, the vote was as follows:

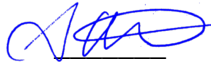
Aaron McKinney, Chairman \_\_\_\_\_  
Dr. Gilbert St. Jean, Vice-Chairman \_\_\_\_\_  
Tanisha Douglas \_\_\_\_\_ Parmalyn Jacob \_\_\_\_\_  
Nadege Vilsaint \_\_\_\_\_

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day  
of March, 2024.

**N.W. 79<sup>th</sup> STREET COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
N.W. 79<sup>th</sup> Street CRA Secretary

Approved by CRA Attorney as  
to form and legal sufficiency.




Terrence A. Smith



**Date:** March 27, 2024

**To:** Aaron McKinney, Chairman  
and Board Members NW 79<sup>th</sup> Street Corridor Board of Commissioners

**From:** Vivian Cao, Executive Director   
N.W 79<sup>th</sup> Street Corridor Community Redevelopment Agency

**Subject:** **Resolution 02-2024** - Accepting the Finding of Necessity for the N.W 79<sup>th</sup> Street Corridor Community Redevelopment Area Expansion

---

### **Recommendation**

It is recommended that the NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency's ("Agency") Board of Commissioners ("Board") accept the Finding of Necessity Study ("study"), which finds that certain geographical areas of unincorporated Miami-Dade County, Florida, described generally as bounded on (1) the north by NW 77<sup>th</sup> Terrace/NW 77<sup>th</sup> Street, the south by NW 71<sup>st</sup> Street, the east by NW 7<sup>th</sup> Avenue, and the west by NW 17<sup>th</sup> Avenue; (2) the north by NW 71<sup>st</sup> Street, the south by NW 53<sup>rd</sup> Lane, the east by NW 27<sup>th</sup> Avenue, and west by NW 35<sup>th</sup> Avenue/NW 37<sup>th</sup> Avenue; (3) north by NW 95<sup>th</sup> Street, south by NW 80<sup>th</sup> Street, east by NW 27<sup>th</sup> Avenue, and west by East 11<sup>th</sup> Avenue; and (4) the north by NW 87<sup>th</sup> Street, the south by NW 83<sup>rd</sup> Street, the east by NW 25<sup>th</sup> Avenue, and the west by NW 27<sup>th</sup> Avenue ("Expansion Areas"), to be a slum or blighted areas pursuant to Chapter 163, Part III, Florida Statutes (Act). It is further recommended that the Board authorize the Executive Director or Executive Director's designee to submit the study to Miami-Dade County ("County") so that the Miami-Dade County Board of County Commissioners ("County Commission"), as the governing body, can make certain findings and adopt the study as required by section 163.355 of the Act. Finally, it is recommended that the Board authorize the Executive Director or Executive Director's designee, subject to the County Commission's approval of the study, to competitively select a consultant to prepare an amendment to the Agency and the NW 79<sup>th</sup> Street Corridor Community Redevelopment Area's ("redevelopment area") redevelopment plan to include the Expansion Areas.

### **Fiscal Impact**

Acceptance of the study does not automatically fund any improvements in the expanded area. The Agency must first prepare an amended redevelopment plan for the Board's approval that includes redevelopment strategies for the proposed areas.

### **Delegated Authority**

Upon the approval of this item, the Executive Director or Executive Director's designee will be authorized to submit the study to the County so that the County Commission, as the governing body, can make certain findings and adopt the study as required by Section 163.355 of the Act.

### **Background**

On May 5, 2009, the County Commission adopted Resolution R-566-09, which declared a certain area along NW 79<sup>th</sup> Street to be slum or blighted and further declared the rebuilding, rehabilitation, conservation, and redevelopment of the Area as necessary to eradicate slum and blight. The redevelopment area is in the west-central portion of Miami-Dade County. It presently extends approximately two miles from NW 7<sup>th</sup> Avenue at the east end to NW 37<sup>th</sup> Avenue on the west end. At the west end, it includes only those parcels fronting on NW 79<sup>th</sup> Street on the north side but extends south for about one third of a mile to include an industrial area centered around the FEC railroad tracks running approximately parallel to NW 79<sup>th</sup> Street. The center portion, between NW 17<sup>th</sup> and NW 27<sup>th</sup> Avenues, widens considerably to extend to NW 61<sup>st</sup> Street on the south to NW 87<sup>th</sup> Street on the north, a distance of about one mile. The east end, east of NW 17<sup>th</sup> Avenue, is less than a thousand feet wide, and centered on NW 79<sup>th</sup> Street. The overall area encompasses approximately 1,485 acres ("redevelopment area"). On July 19, 2011, the County Commission adopted (1) Ordinance No. 11-55, which created the Agency; (2) Resolution No. R-604-11, which approved the redevelopment plan for the Agency and the redevelopment area; and (3) Ordinance No. 11-52, which created the trust fund. On January 24, 2012, the County Commission also adopted Resolution No. R-95-12, which approved the interlocal cooperation agreement between the Agency and the County.

**Resolution 02-2024** - Approving the Finding of Necessity for the N.W 79<sup>th</sup> Street Corridor Community Redevelopment Area Expansion

March 27, 2024

PAGE TWO

In 2019, the Agency requested that its former economic development coordinator prepare a report of possible areas for expansion. The report, which was presented and approved by the Agency, identified four contiguous areas for expansion. Later, the Board directed the Agency's staff to move forward with expansion plans by procuring a firm to conduct the study. PMG Associates, Inc. (PMG) was selected from the County's Management Consulting Services Pool (RTQ-00313).

The Agency's request to expand the boundaries would allow the Agency to increase the tax increment financing in the redevelopment area for the benefit of the surrounding businesses and residents. The study examined the conditions in the proposed areas identified by the Board and concluded that conditions of slum and blight, as defined in section 163.340 of the Act exist in all four areas. The conditions identified include: inadequate provision for ventilation, light, air, sanitation or open spaces; existence of conditions that endanger life or property by fire or other causes; deterioration of site or other improvements; unsanitary/unsafe conditions; and deteriorated structures.

On December 13, 2021, the Agency voted to accept the PMG's Study and on July 11, 2022, a public meeting was held and the Board requested to continue with the expansion process. If approved, the new outermost boundaries for the NW 79<sup>th</sup> Street CRA will be to the east NW 7<sup>th</sup> Avenue (City of Miami boundary), on the west, NW 37<sup>th</sup> Avenue (City of Hialeah Boundary), on the north, NW 95<sup>th</sup> Street and to the south, NW 53<sup>rd</sup> Lane.

The redevelopment area presently consists of 1,485.12 acres, equivalent to 2.32 square miles (Attachment B). Should the Expansion Area be approved, the Agency will consist of 2,912.42 acres, which is equivalent to 4.55 square miles, almost doubling in size (Attachment C). The closest agency in size is the North Miami Community Redevelopment Agency, which is 3,540 acres or equivalent to 5.53 square miles. The study has identified 4,097 parcels, approximately 1,427 acres or 2.23 square miles to be slum and blighted. Most of the Expansion Areas is located within County Commission District 2 represented by Commissioner Marlene Bastien, while the remaining area is located within County Commission District 3 represented by Commissioner Keon Hardemon.

The Expansion Areas, which are entirely in the unincorporated municipal service area (UMSA), are as follows:

Expansion Area	Acres	Boundaries
#1	229.70	North - NW 77 <sup>th</sup> Terrace/NW 77 <sup>th</sup> Street South - NW 71 <sup>st</sup> Street East - NW 7 <sup>th</sup> Avenue West - NW 17 <sup>th</sup> Avenue
#2	605.00	North - NW 71 <sup>st</sup> Street South - NW 53 <sup>rd</sup> Lane East - NW 27 <sup>th</sup> Avenue West - NW 35 <sup>th</sup> Avenue/NW 37 <sup>th</sup> Avenue
#3	571.60	North - NW 95 <sup>th</sup> Street South - NW 80 <sup>th</sup> Street East - NW 27 <sup>th</sup> Avenue West - East 11 <sup>th</sup> Avenue
#4	21.00	North - NW 87 <sup>th</sup> Street South - NW 83 <sup>rd</sup> Street East - NW 25 <sup>th</sup> Avenue West - NW 27 <sup>th</sup> Avenue
	1,427.30	

Upon the approval of this item, the Executive Director or Executive Director's designee will submit the Board's resolution and the study to the County so that the County Commission, as the governing body, can make certain findings and adopt the study as required by section 163.355 of the Act.

Attachments

**FINAL REPORT**

**FINDING OF NECESSITY  
FOR EXPANSION OF  
THE 79TH STREET CORRIDOR CRA  
SUBAREA 1**

**August 2022**

**PMG Associates, Inc.**



**FINDING OF NECESSITY – SUBAREA 1  
FOR EXPANSION OF THE 79TH STREET CORRIDOR CRA**

**SECTION 1  
INTRODUCTION**

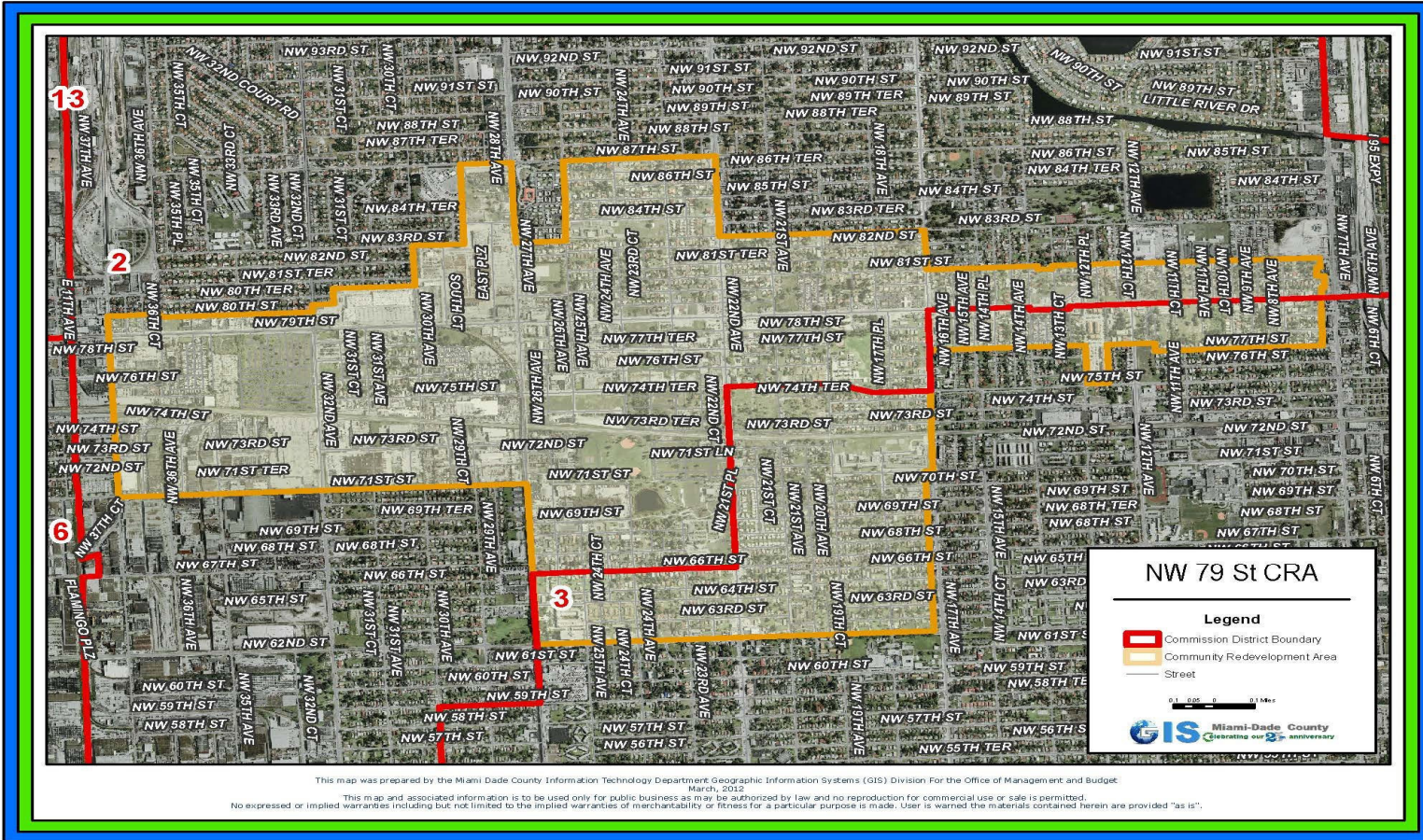
**1.1 PURPOSE**

The current 79<sup>th</sup> Street Corridor CRA was established by the Miami-Dade Board of County Commissioners (BOCC) through the two-step process required by State Law. The Finding of Necessity was accepted by the BOCC in May 2009 and the Redevelopment Plan was accepted by the BOCC in July 2011. The original boundaries of the 79<sup>th</sup> Street Corridor CRA are depicted in Exhibit 1-1.

This analysis will evaluate four distinct subareas that are considered for the expansion of the 79<sup>th</sup> Street Corridor CRA. These areas are illustrated in Exhibit 1-2.

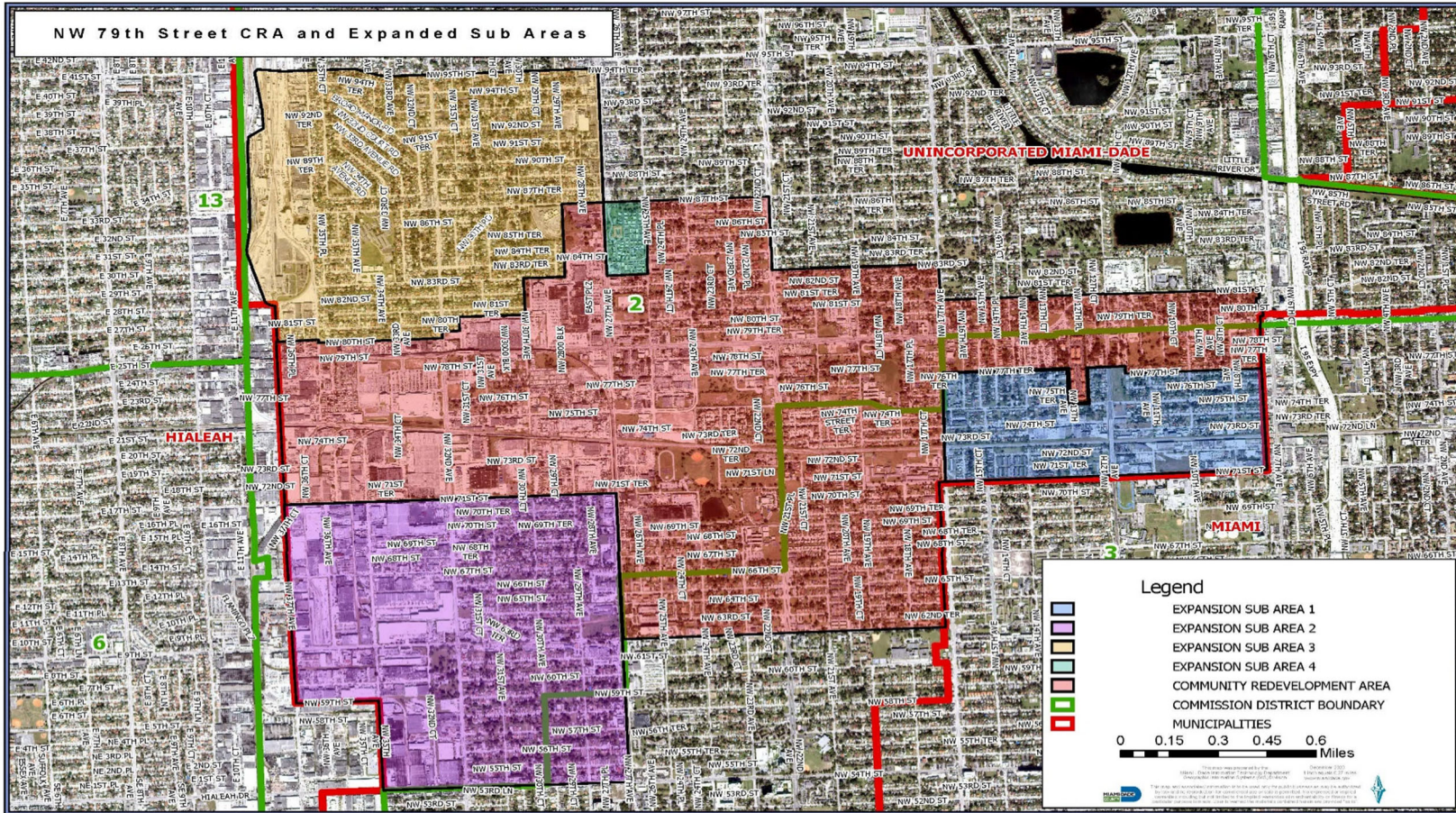


# EXHIBIT 1-1 CURRENT 79<sup>TH</sup> STREET CORRIDOR CRA



Source: Miami-Dade County

**EXHIBIT 1-2  
PROPOSED EXPANSION SUBAREAS**



Source: Miami-Dade County

## **1.2 METHODOLOGY**

Consistent with State Law, the Finding of Necessity examines the character of the area and measures statistics and other documentation to determine if the conditions of slum and blight have been met, as described in Florida Statutes 163. Part III section 163.340 (7)(8). This analysis will examine each of the criteria and determine if the proposed area meets these conditions.

The analysis of the conditions that exist in the proposed CRA area was conducted using data available from documented sources throughout the community. Agencies within Miami-Dade County were contacted and data was supplied to examine the characteristics of the community. Additional research was conducted through field observations and photographic evidence to underscore the findings.

Each of the criteria as established by State Law will be discussed separately and the data sources used for the analysis will be described in each section.

## **1.3 LEGAL REQUIREMENTS**

The requirements of the FON are established in Section 163.340 of the Florida Statutes and are described as follows:

### Slum Determination 163.340 (7)

“Slum area” is defined as an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

- (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
- (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
- (c) The existence of conditions that endanger life or property by fire or other causes.

### Blight Determination 163.340 (8)

“Blighted Area” is defined as an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

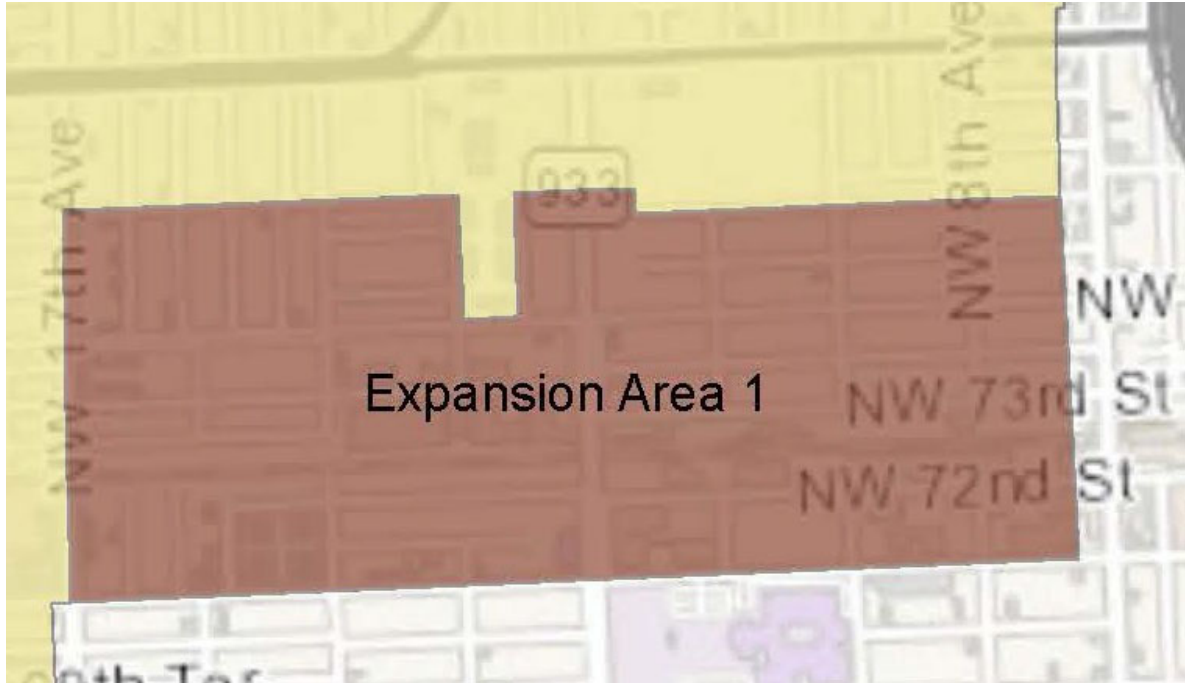
- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Inadequate and outdated building density patterns;
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
- (h) Tax or special assessment delinquency exceeding the fair value of the land;
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality;
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

### **1.3 DESCRIPTION OF THE SUBAREA**

This report will examine the statistics for the subarea and will compare these against the entire UMSA area to determine if the subarea qualifies to be established as a CRA based on the requirements of State law.

Subarea 1 as depicted in Exhibit 1-3 contains 766 parcels within the 229.7 acres in the boundaries.

**EXHIBIT 1-3 PROPOSED SUBAREA 1**



Source: Miami-Dade County

Land uses in the area are predominantly Residential (80.7%) with a significant amount of Vacant parcels (12.5%). Industrial properties are represented by 4.2% of the total number of parcels. An inventory of the 766 parcels is provided in Table 1-1.

**TABLE 1-1  
LAND USE IN SUBAREA 1**

<b>Category</b>	<b>Folios</b>
Vacant Residential	53
Single Family	558
Multi-Family	20
Duplex	40
Vacant Commercial	3
Commercial	3
Office	2
Vacant Industrial	25
Industrial	32
Vacant Institutional	1
Religious	5
Education	6
Vacant Government	14
Unclassified	4
<b>Total</b>	<b>766</b>

Source: Miami-Dade Property Appraiser

Population and Housing data was obtained from Claritas, an internationally recognized source of demographic and marketing data. The population of Subarea 1 is estimated at 2,151 in 2020. There are 692 dwelling units in the area. Other facilities in the study area include:

**Parks**

- Area 222 Park

**Schools**

- Dr. Martin Luther King Jr. Primary Learning Center

**SECTION 2  
SLUM CONDITIONS**

**2.1 ANALYSIS OF SLUM CONDITIONS**

The conditions that define “Slum” as outlined in Florida State Statues 163.340(7) in the potential CRA area are found in the following factors. In order for a proposed CRA area to qualify as having slum conditions, the area must have at least one of three factors.

**(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;**

There is only one small pocket park located in the Subarea, so there is a deficit of open spaces.

The conditions of unsanitary conditions can be categorized through the designation of unsafe and contaminated sites throughout the Subarea. Based on a report from Miami-Dade County DERM there are 11 sites that have been designated Contaminated based on operations on the site.

**TABLE 2-1  
CONTAMINATED SITES**

<b>DERM FILE</b>	<b>ADDRESS</b>	<b>STATUS</b>
UT 1578	1191 NW 73 St	Contaminated
HWR 16	1015 NW 72 St	Contaminated
HWR 39	7527 NW 24 Ave	Contaminated
HWR 158	726 NW 73 St	Contaminated
UT 1200	7741 NW 17 Ave	Contaminated
UT 165	1000 NW 73 St	Contaminated
UT 1771	1139 NW 72 St	Contaminated
UT 4284	958 NW 73 St	Contaminated
UT 3096	7100 NW 17 Ave	Contaminated
SW 1634	835 NW 72 St	Contaminated
IW 51533	1010 NW 72 St	Contaminated

Source: DERM

## Examples of Unsanitary Conditions



**Exhibit 2-1**



**Exhibit 2-2**



**Exhibit 2-3**



**Exhibit 2-4**



**Exhibit 2-5**



**Exhibit 2-6**





**Exhibit 2-7**



**Exhibit 2-8**



**Exhibit 2-9**



**Exhibit 2-10**

**(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code.**

This Subarea does not exhibit a higher density than the entire UMSA area.

**(c) The existence of conditions that endanger life or property by fire or other causes.**

A review of the data from the Miami-Dade Fire Rescue Department reveals that in 2020, the proposed expansion area had a total of 833 calls for fire and emergency service. Based on the population of 2,151, this equates to 387.3 calls per one thousand population. For the entire UMSA service area during the same time, the population of 1,220,466 generated 77,712 calls for fire service, which is 63.7 calls per one thousand population. The district has 6 times more incidences than the entire UMSA area.

## **2.2 RESULTS OF ANALYSIS**

The proposed area meets criteria (a) and (c) of the State Statutes.

## SECTION 3 BLIGHT CONDITIONS

### 3.1 ANALYSIS OF BLIGHT CONDITIONS

The requirements under State Statutes 163.340(8) for designation as “Blighted” note that the area must have a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property.

One method of illustrating “Blight” is through photographic evidence. Field observations were used to examine the area and photographs were taken of the conditions. Exhibits 3-1 through 3-26 are a representative sample of the conditions in the area.

#### Deteriorated Residential



**Exhibit 3-1**



**Exhibit 3-2**



**Exhibit 3-3**



**Exhibit 3-4**



**Exhibit 3-5**



**Exhibit 3-6**



**Exhibit 3-7**

**Deteriorated Commercial**



**Exhibit 3-8**



**Exhibit 3-9**



**Exhibit 3-10**

**Deteriorated or Lack of Drainage**



**Exhibit 3-11**



**Exhibit 3-12**

**Deteriorated Fences**



**Exhibit 3-13**



**Exhibit 3-14**



**Exhibit 3-15**



**Exhibit 3-16**

**Deteriorated Roads**



**Exhibit 3-17**



**Exhibit 3-18**



**Exhibit 3-19**



**Exhibit 3-20**



**Exhibit 3-21**



**Exhibit 3-22**



**Exhibit 3-23**



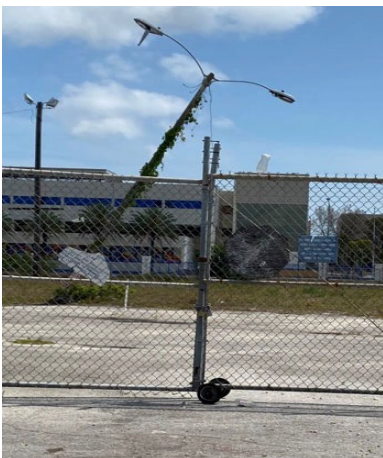
**Exhibit 3-24**

### **Deteriorated Sidewalks**



**Exhibit 3-25**

### **Deteriorated Signs and Utility Apparatus**



**Exhibit 3-26**

### 3.2 Blight Criteria Analysis (Must meet 2 of the 14 items)

Each of the 14 criteria will be examined in this section.

**(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;**

For economic purposes, the street layout should enable customers to reach businesses easily and for trade among business to be conducted directly and efficiently. The street layout in Subarea 1 is primarily a regular grid pattern, which will make the access to all parts of the district relatively easy.

Public Transit is provided through six Miami-Dade Transit System fixed routes that serve the area. In addition, there is a Metrorail station that serves Subarea 1.

**(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;**

Data from the Miami-Dade County Property Appraiser’s Office was obtained to examine the change in Taxable Value for the properties located in the proposed CRA area and compare them to the entire City’s experience.

**TABLE 3-1  
CHANGE IN TAXABLE VALUES - POTENTIAL CRA AREA AND CITY OF MIAMI**

Value	Subarea 1	Entire UMSA Area
2015 Taxable Value	\$ 51,434,234	\$62,448,172,067
2020 Taxable Value	\$102,599,034	87,269,294,245
Rate of Change	99.98%	39.75%

Source: Miami-Dade County Property Appraiser

**(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;**

The conditions that generate faulty street layout would also contribute to a faulty lot layout. Most of the property is in a grid system with a standard lot layout.

**(d) Unsanitary or unsafe conditions;**

The conditions of unsanitary conditions can be categorized through the designation of unsafe and contaminated sites throughout the Subarea. Based on a report from Miami-Dade County DERM there are 11 sites that have been designated Contaminated based on operations on the site.



**TABLE 3-2  
CONTAMINATED SITES**

<b>DERM FILE</b>	<b>ADDRESS</b>	<b>STATUS</b>
UT 1578	1191 NW 73 St	Contaminated
HWR 16	1015 NW 72 St	Contaminated
HWR 39	7527 NW 24 Ave	Contaminated
HWR 158	726 NW 73 St	Contaminated
UT 1200	7741 NW 17 Ave	Contaminated
UT 165	1000 NW 73 St	Contaminated
UT 1771	1139 NW 72 St	Contaminated
UT 4284	958 NW 73 St	Contaminated
UT 3096	7100 NW 17 Ave	Contaminated
SW 1634	835 NW 72 St	Contaminated
IW 51533	1010 NW 72 St	Contaminated

Photographs of Unsanitary Conditions are found in Exhibits 2-1 through 2-10.

**(e) Deterioration of site or other improvements;**

Listed in Table 3-3 are the necessary improvements to the infrastructure within the potential area boundaries. These improvements total approximately \$24.7 million.

**TABLE 3-3  
INFRASTRUCTURE IMPROVEMENT NEEDS (estimates)**

Item	Length	Quantity	Unit	Cost	Total
Install Sidewalk	15276.8	8487	SY	75	\$ 636,532
Install Curb and Gutter	78283.4	78283.4	LF	35	\$ 2,739,917
Replace Driveway Turnouts	35256	31338	SY	75	\$ 2,350,384
Asphalt Mill Resurface	37583.1	91869.9	SY	50	\$ 4,593,495
Drainage Structures		130	EA	5000	\$ 650,000
Drainage Pipe		22517	LF	150	\$ 3,377,520
Road Rebuild	255	622.2	SY	100	\$ 62,216
Side Street Swale	65475	58200	SY	75	\$ 4,364,999
Striping	17000	34000	LF	5	\$ 170,000
Street Lights		2	EA	15000	\$ 30,000
Design and Contingency 30%					\$ 5,692,519
<b>TOTAL IMPROVEMENTS</b>					<b>\$ 24,667,582</b>

Sources: PMG Associates; Florida Technical Consultants

**(f) Inadequate and outdated building density patterns;**

This Subarea does not exhibit a higher density than the entire UMSA area.

**(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;**

Lease rates have not been declining and are generally on a par with other similar areas to other areas of unincorporated Miami-Dade County. Three data sources were used to determine the lease rates and the real estate activity in the area. These sources are:

- Trulia.com
- MLS
- Loop.net

The Subarea does not have a large commercial area. The non-residential properties are primarily Industrial.

Additionally, the information was verified through field investigation.

**(h) Tax or special assessment delinquency exceeding the fair value of the land;**

The Miami-Dade Tax Collectors Office is the source of the Tax Delinquency figures for all of Miami-Dade County including the potential area. Data representing the tax delinquencies for the past year were acquired and analyzed for this study.

One of the questions regarding the designation of blight is if the area has property with tax delinquencies that exceed the fair value of the properties within the boundary. The analysis indicates that there are only a few delinquent tax files in the area.

**(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;**

Overall, there are relatively few vacancies in the potential area and these rates are not more extensive than through the remainder of Miami-Dade County. Three data sources were used to determine the vacancy rates and the Real Estate activity in the area. These sources are:

- Trulia.com
- MLS
- Loop.net

Additionally, the information was verified through field investigation.

**(j) Incidence of crime in the area higher than in the remainder of the county or municipality;**

Crime data was obtained from the Miami-Dade Police Department who maintains statistics for unincorporated area. Data from Code 2 Emergency and Code 3 Emergency responses that encompass the potential Subarea as well as the entire UMSA were obtained to determine the incidence of crime.

**Definition of Code 2 Emergency:**

A situation which poses a potential threat of serious injury or loss of human life which may require swift police action; e.g., assault, robbery, or burglary of an occupied structure in progress; hazardous chemical spill; toxic gas leak; serious motor vehicle crash in which the extent of injuries is unknown; etc.

**Definition of Code 3 Emergency:**

A situation or sudden occurrence which poses an actual threat of serious injury or loss of human life and which demands swift police action; e.g., seriously ill or injured person, shooting, sexual battery, etc.

**TABLE 3-4  
POLICE CALLS PER CAPITA**

Area	Code 2 and 3 Calls	Population	Calls/1,000
Subarea 1	1,806	2,151	839.6
Entire UMSA Area	63,480	1,220,466	52.0

Source: Miami-Dade Police Department

Emergency calls are over 16 times higher in the Subarea than the entire UMSA area,

**(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;**

A review of the data from the Miami-Dade Fire Rescue Department reveals that in 2020, the proposed expansion area had a total of 833 calls for fire and emergency service. Based on the population of 2,151, this equates to 387.3 calls per one thousand population. For the entire UMSA service area during the same time, the population of 1,220,466 generated 77,712 calls for fire service, which is 63.7 calls per one thousand population. The district has 6 times more incidences than the entire UMSA area.

**(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;**

Miami-Dade County RER provides data for the Code Enforcement cases for the unincorporated area. Data for the past year was obtained and reviewed to assess the number of Code violations within the potential CRA expansion boundary and the total for the entire 79<sup>th</sup> Street Corridor CRA.

Table 3-5 lists the figures and analysis for the Code violations in the area.

**TABLE 3-5  
CODE VIOLATION**

Area	Violations	Parcels	Percentage of Parcels
Subarea 1	99	766	12.92%
Existing CRA	687	1,561	19.01%

Source: Miami-Dade RER

**(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area,**

Currently there are 551 Vacant Parcels in the proposed district. Most of these properties are designated for Residential use (37.9%). A significant amount of the vacant property is designated for Commercial (33.6%) and Industrial (28.5%) uses. The ownership of these parcels is diverse and does not provide an apparent opportunity to assemble properties.

**(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity,**

Currently there are 11 sites that have been designated as Contaminated in the Subarea. Two of these sites are owned by the Miami-Dade School Board. There are no other properties owned by Government Agencies that have this designation.

### **3.3 RESULTS OF ANALYSIS**

The proposed area meets the following criteria of section 163.340(8) of the State Statutes.

- ❖ Deteriorated Structures
  - Section a, Inadequate provision for ventilation, light, air, sanitation, or open spaces
  - Section d, Unsanitary or unsafe conditions
  - Section e, Deterioration of site or other improvements
  - Section k, Fire and emergency medical service calls to the area proportionately higher
  - Section j, Incidence of crime in the area higher than in the remainder of the county or municipality
  - Section m, Diversity of ownership or defective/unusual conditions of title
  - Section n, Governmentally owned property with adverse environmental conditions

**SECTION 4  
SUMMARY AND RECOMMENDATIONS**

**4.1 SUMMARY**

Sections 2 and 3 of this report identify the criteria for designation as “slum” and “blight” based on Florida Statutes. Each of the criteria was examined individually to assess the conditions and determine if the requirements under State law has been satisfied.

**TABLE 4-1  
SLUM CRITERIA**

<b>Criteria</b>	<b>Description</b>	<b>Finding</b>
<b>(a)</b>	Inadequate provision for ventilation, light, air, sanitation, or open spaces	Meets criteria
<b>(b)</b>	High density of population	Does not meet criteria
<b>(c)</b>	The existence of conditions that endanger life or property by fire or other causes	Meets criteria

**TABLE 4-2  
BLIGHT CRITERIA**

<b>Criteria</b>	<b>Description</b>	<b>Finding</b>
<b>Deteriorated Strictures</b>		Meets criteria
<b>(a)</b>	Predominance of defective or inadequate street layout	Does not meet criteria
<b>(b)</b>	Assessed values of real property in the area have failed to show any appreciable increase	Does not meet criteria
<b>(c)</b>	Faulty lot layout	Does not meet criteria
<b>(d)</b>	Unsanitary or unsafe conditions	Meets criteria
<b>(e)</b>	Deterioration of site or other improvements	Meets criteria
<b>(f)</b>	Inadequate and outdated building density patterns	Does not meet criteria
<b>(g)</b>	Falling lease rates per square foot of office, commercial, or industrial space	Does not meet criteria
<b>(h)</b>	Tax or special assessment delinquency exceeding the fair value of the land	Does not meet criteria
<b>(i)</b>	Residential and commercial vacancy rates higher in the area than in the remainder of the City	Does not meet criteria
<b>(j)</b>	Incidence of crime in the area higher	Meets criteria
<b>(k)</b>	Fire and emergency medical service calls to the area proportionately higher	Meets criteria
<b>(l)</b>	A greater number of violations of the Florida Building Code	Does not meet criteria
<b>(m)</b>	Diversity of ownership or defective/unusual conditions of title	Meets criteria
<b>(n)</b>	Governmentally owned property with adverse environmental conditions	Meets criteria

This summary notes that the potential area meets two of the three of the “Slum” criteria and 6 of the 14 specific “Blight” criteria. In addition, the potential area has a substantial number of deteriorated structures as evidenced by Exhibits 2-1 through 2-10, and 3-1 through 3-26.

#### **4.2 RECOMMENDATIONS**

The potential CRA expansion area of Subarea 1 meets the criteria established under State Statutes to be designated as “slum” and “blight”. The area meets two of the three of the criteria to be designated as slum (one is required), and seven of the criteria to be designated as “blight” (only two are required). The area also meets the “blight” requirement of existence of deteriorated structures.

**FINAL REPORT**

**FINDING OF NECESSITY  
FOR EXPANSION OF  
THE 79TH STREET CORRIDOR CRA  
SUBAREA 2**

**June 2021**

**PMG Associates, Inc.**





**FINDING OF NECESSITY – SUBAREA 2  
FOR EXPANSION OF THE 79TH STREET CORRIDOR CRA**

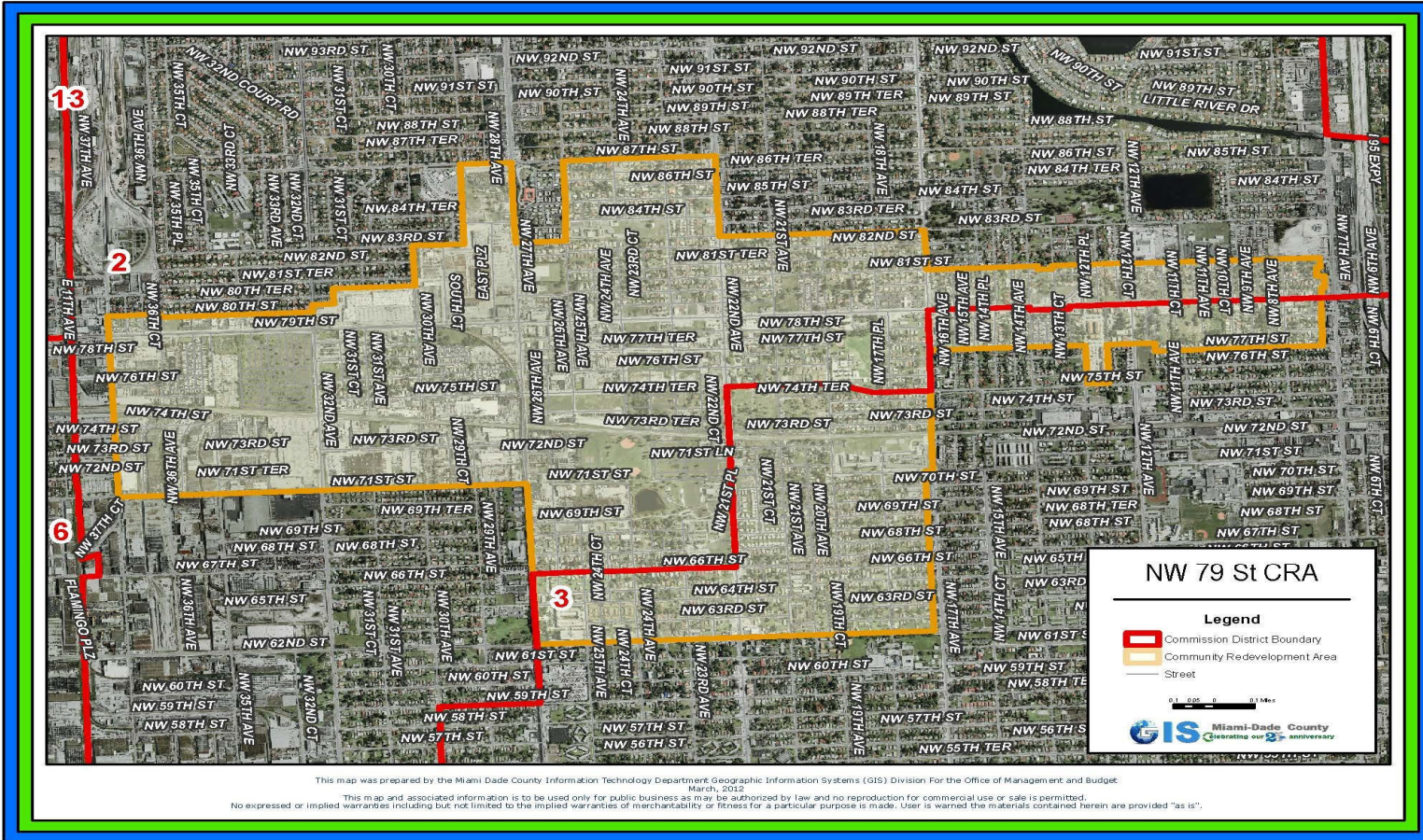
**SECTION 1  
INTRODUCTION**

**1.1 PURPOSE**

The current 79<sup>th</sup> Street Corridor CRA was established by the Miami-Dade Board of County Commissioners (BOCC) through the two-step process required by State Law. The Finding of Necessity was accepted by the BOCC in May 2009 and the Redevelopment Plan was accepted by the BOCC in July 2011. The original boundaries of the 79<sup>th</sup> Street Corridor CRA are depicted in Exhibit 1-1.

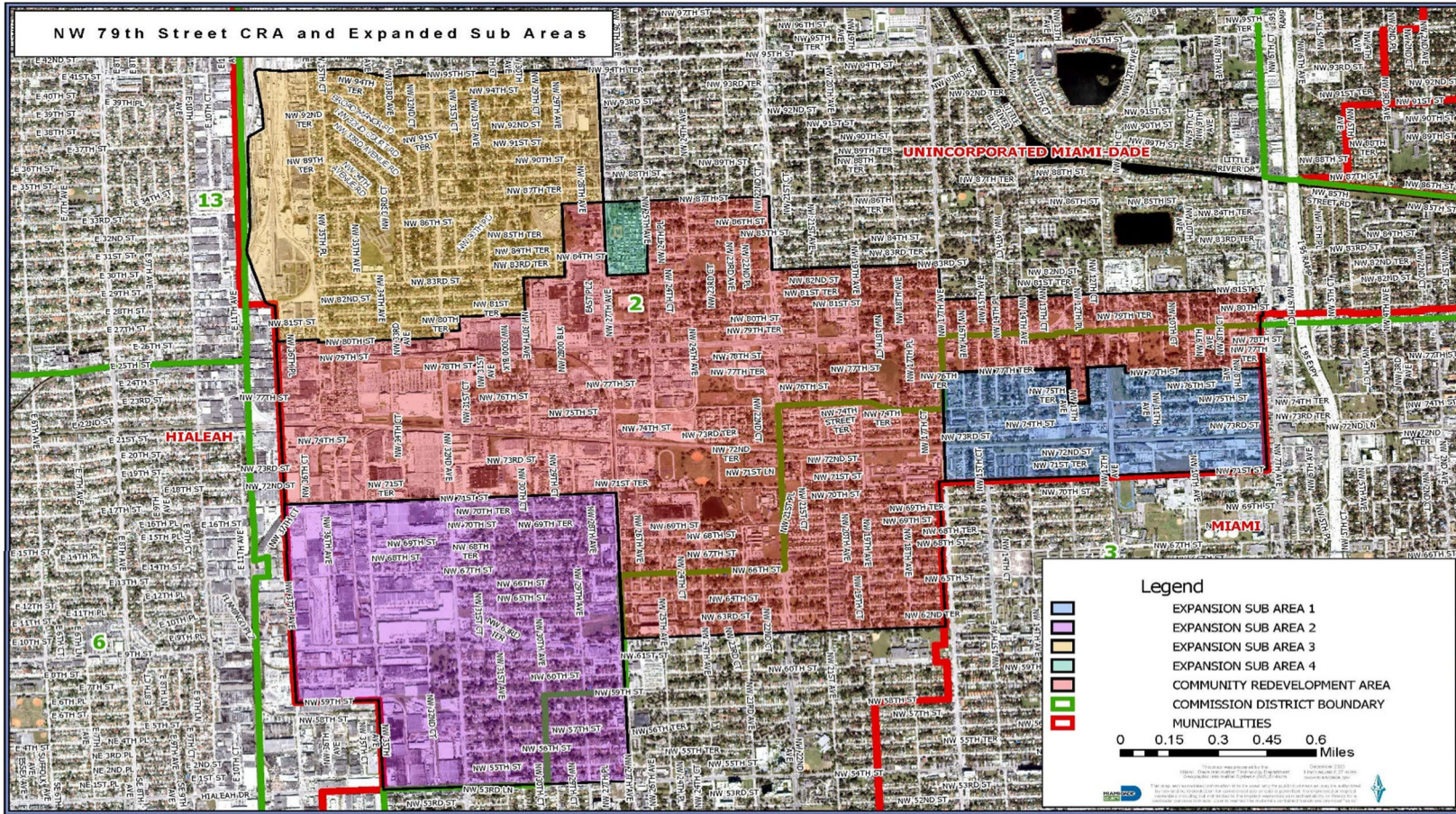
This analysis will evaluate four distinct subareas that are considered for the expansion of the 79<sup>th</sup> Street Corridor CRA. These areas are illustrated in Exhibit 1-2.

**EXHIBIT 1-1  
CURRENT 79<sup>TH</sup> STREET CORRIDOR CRA**



Source: Miami-Dade County

**EXHIBIT 1-2  
PROPOSED EXPANSION SUBAREAS**



Source: Miami-Dade County

## 1.2 METHODOLOGY

Consistent with State Law, the Finding of Necessity examines the character of the area and measures statistics and other documentation to determine if the conditions of slum and blight have been met, as described in Florida Statutes 163. Part III section 163.340 (7)(8). This analysis will examine each of the criteria and determine if the proposed area meets these conditions.

The analysis of the conditions that exist in the proposed CRA area was conducted using data available from documented sources throughout the community. Agencies within Miami-Dade County were contacted and data was supplied to examine the characteristics of the community. Additional research was conducted through field observations and photographic evidence to underscore the findings.

Each of the criteria as established by State Law will be discussed separately and the data sources used for the analysis will be described in each section.

## 1.3 LEGAL REQUIREMENTS

The requirements of the FON are established in Section 163.340 of the Florida Statutes and are described as follows:

### Slum Determination 163.340 (7)

“Slum area” is defined as an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

- (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
- (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
- (c) The existence of conditions that endanger life or property by fire or other causes.

### Blight Determination 163.340 (8)

“Blighted Area” is defined as an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;

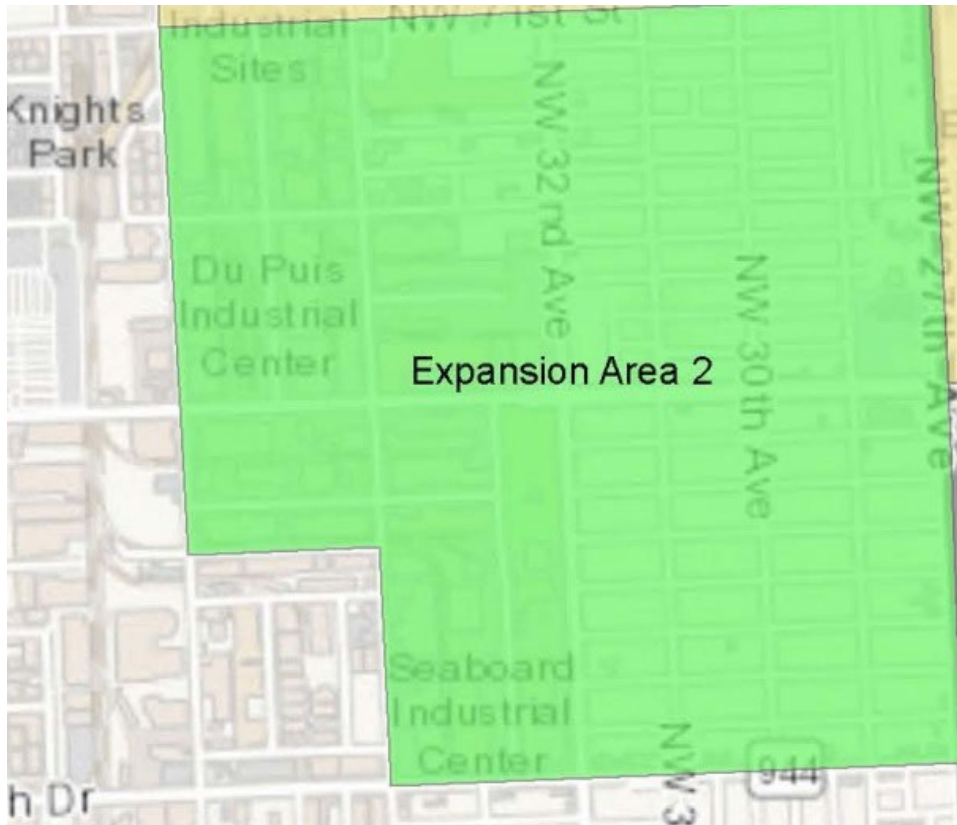
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Inadequate and outdated building density patterns;
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
- (h) Tax or special assessment delinquency exceeding the fair value of the land;
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality;
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

#### **1.4 DESCRIPTION OF THE SUBAREA**

This report will examine the statistics for the subarea and will compare these against the entire UMSA area to determine if the subarea qualifies to be established as a CRA based on the requirements of State law.

Subarea 2 as depicted in Exhibit 1-3 contains 1,561 parcels within the 605.0 acres in the boundaries.

**EXHIBIT 1-3 PROPOSED SUBAREA 2**



Source: Miami-Dade County Office of Budget and Management

Land uses in the area are predominantly Residential (72.5%) with a significant amount of Vacant parcels (13.9%). Industrial properties are represented by 7.9% of the total number of parcels. An inventory of the 1,561 parcels is provided in Table 1-1.

**TABLE 1-1  
LAND USE IN SUBAREA 2**

Category	Folios
Vacant Residential	81
Single Family	1008
Mult1-Family	67
Duplex	56
Vacant Commercial	60
Commercial	51
Office	4
Vacant Industrial	52
Industrial	123
Religious	13
Education	3
Vacant Government	24
Government	7
Unclassified	12
Total	1,561

Source: Miami-Dade Property Appraiser

Population and Housing data was obtained from Claritas, an internationally recognized source of demographic and marketing data. The population of Subarea 2 is estimated at 3,825 in 2020. There are 1,387 dwelling units in the area. Other facilities in the study area include:

**Parks**

- Gladeview Park
- Martin Luther King Park

**Government Facilities**

- Dr. Martin Luther King Jr. Community Complex
- Miami-Dade Fire Rescue #2
- TriRail Station
- US Post Office

**SECTION 2  
SLUM CONDITIONS**

**2.1 ANALYSIS OF SLUM CONDITIONS**

The conditions that define “Slum” as outlined in Florida State Statues 163.340(7) in the potential CRA area are found in the following factors. In order for a proposed CRA area to qualify as having slum conditions, the area must have at least one of three factors.

**(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;**

The conditions of unsanitary conditions can be categorized through the designation of unsafe and contaminated sites throughout the Subarea. Based on a report from Miami-Dade County DERM there are 6 sites that have been designated Contaminated based on operations on the site.

**TABLE 2-1  
CONTAMINATED SITES**

<b>DERM FILE</b>	<b>ADDRESS</b>	<b>STATUS</b>
IW 21	6900 NW 35 Ave	Contaminated
IW 121	6900 NW 35 Ave	Contaminated
UT 1615	7045 NW 27 Ave	Contaminated
UT 1637	3045 NW 62 St	Contaminated
UT 2832	6801 NW 27 Ave	Contaminated
UT 4172	3590 NW 60 St	Contaminated

Source: DERM



**Examples of Unsanitary Conditions**



**Exhibit 2-1**



**Exhibit 2-2**



**Exhibit 2-3**



**Exhibit 2-4**



**Exhibit 2-5**



**Exhibit 2-6**



**Exhibit 2-7**



**Exhibit 2-8**



**Exhibit 2-9**



**Exhibit 2-10**



**Exhibit 2-11**



**Exhibit 2-12**

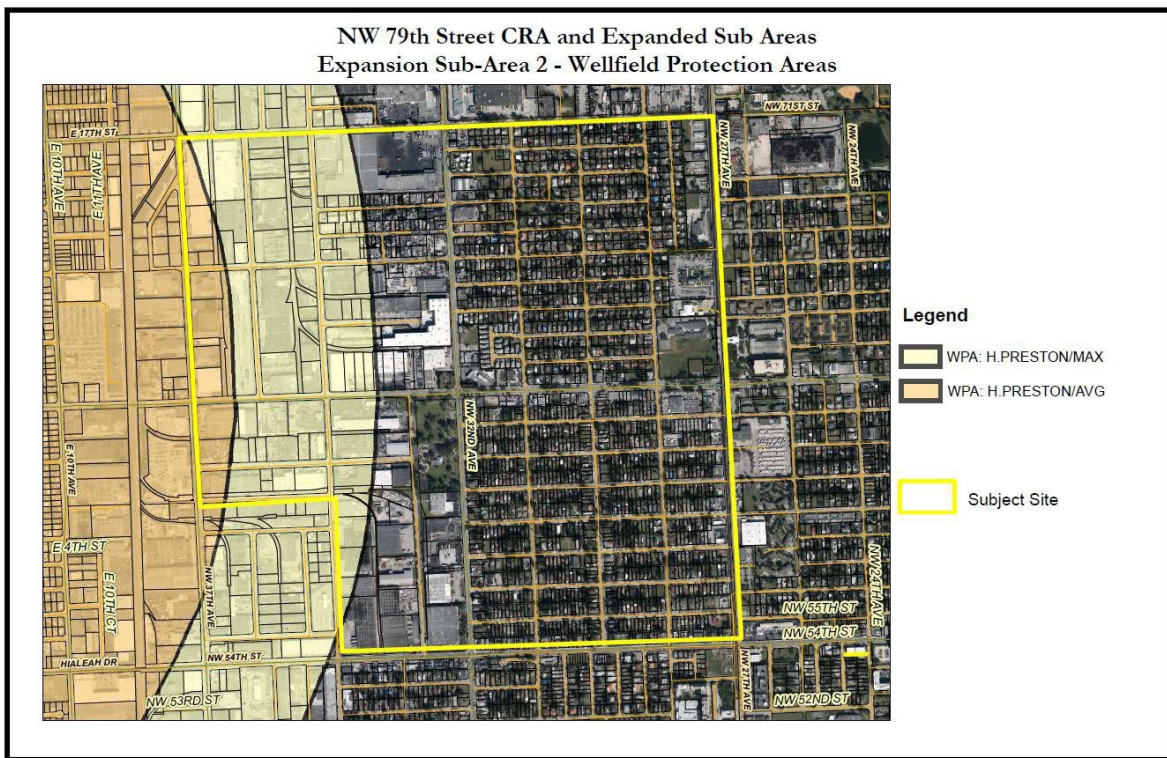
**Wellfield Protection**

Portions of proposed Subarea 2 are partially located within the average and maximum travel times of the Hialeah Preston Wellfield Complex protection area.

The Board of County Commissioners has adopted ordinances that establish wellfield protection zones in response to the documented association between land use and groundwater contamination. These ordinances prohibit land uses that use, handle, generate, dispose of or store hazardous materials and hazardous waste within wellfield protection

areas, including within the Hialeah Preston Wellfield Complex. These ordinances also establish restrictions for land use, sewage loading intended to ensure pristine water quality within this wellfield by excluding land uses that could compromise groundwater quality and pose a threat to drinking water resources. Proposed development within these areas must comply with the requirements of Chapter 24-43 of the Code of Miami-Dade County (the Code). Further, property owners within the wellfield are required to execute a covenant in accordance with Section 24-43(5) of the Code which provides that hazardous materials shall not be used, generated, handled, discharged, disposed of, or stored on the non-residential properties within the wellfield.

**EXHIBIT 2-13  
WELLFIELD PROTECTION AREAS**



Source: DERM

**(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code.**

This Subarea does not exhibit a higher density than the entire UMSA area.

**(c) The existence of conditions that endanger life or property by fire or other causes.**

A review of the data from the Miami-Dade Fire Rescue Department reveals that in 2020, the proposed expansion area had a total of 1,282 calls for fire and emergency service. Based on the population of 3,825, this equates to 335.2 calls per one thousand population. For the entire UMSA service area during the same time, the population of 1,220,466 generated 77,712 calls for fire service, which is 63.7 calls per one thousand population. The district has over 5 times more incidences than the entire UMSA area.

**2.2 RESULTS OF ANALYSIS**

The proposed area meets criteria (a) and (c) of the State Statutes.

## SECTION 3 BLIGHT CONDITIONS

### 3.1 ANALYSIS OF BLIGHT CONDITIONS

The requirements under State Statutes 163.340(8) for designation as “Blighted” note that the area must have a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property.

One method of illustrating “Blight” is through photographic evidence. Field observations were used to examine the area and photographs were taken of the conditions. Exhibits 3-1 through 3-61 are a representative sample of the conditions in the area.

#### Deteriorated Residential



**Exhibit 3-1**



**Exhibit 3-2**



**Exhibit 3-3**



**Exhibit 3-4**



**Exhibit 3-5**



**Exhibit 3-6**



**Exhibit 3-7**



**Exhibit 3-8**



**Exhibit 3-9**



**Exhibit 3-10**



**Exhibit 3-11**



**Exhibit 3-12**



**Exhibit 3-13**



**Exhibit 3-14**



**Exhibit 3-15**



**Exhibit 3-16**



**Exhibit 3-17**



**Exhibit 3-18**

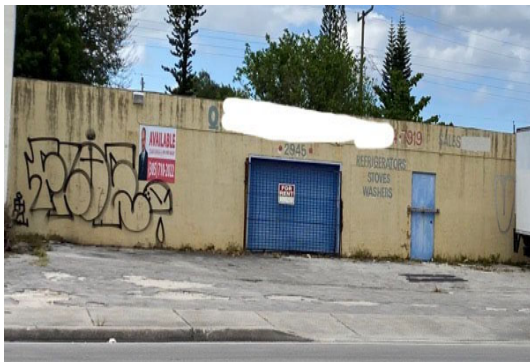


**Exhibit 3-19**



**Exhibit 3-20**

**Deteriorated Commercial**



**Exhibit 3-21**



**Exhibit 3-22**





**Exhibit 3-23**



**Exhibit 3-24**



**Exhibit 3-25**



**Exhibit 3-26**



**Exhibit 3-27**



**Exhibit 3-28**



**Exhibit 3-29**



**Exhibit 3-30**



**Exhibit 3-31**



**Exhibit 3-32**



**Exhibit 3-33**



**Exhibit 3-34**



**Exhibit 3-35**

**Deteriorated Roads**



**Exhibit 3-36**



**Exhibit 3-37**



**Exhibit 3-38**



**Exhibit 3-39**



**Exhibit 3-40**



**Exhibit 3-41**



**Exhibit 3-42**



**Exhibit 3-43**



**Exhibit 3-44**



**Exhibit 3-45**



**Exhibit 3-46**



**Exhibit 3-47**

**Deteriorated Fences**



**Exhibit 3-48**



**Exhibit 3-49**



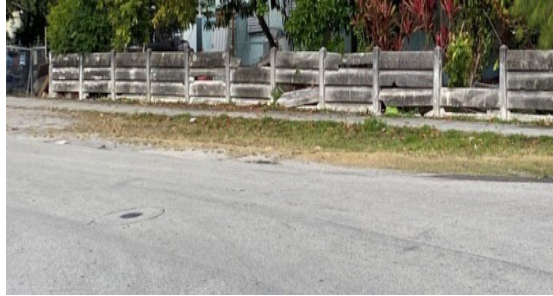
**Exhibit 3-50**



**Exhibit 3-51**



**Exhibit 3-52**



**Exhibit 3-53**

**Deteriorated of Lack of Drainage**



**Exhibit 3-54**



**Exhibit 3-55**



**Exhibit 3-56**



**Exhibit 3-57**



**Exhibit 3-58**

## Deteriorated Sidewalks



**Exhibit 3-59**

## Deteriorated Signs and Utility Equipment



**Exhibit 3-60**



**Exhibit 3-61**

### 3.2 Blight Criteria Analysis (Must meet 2 of the 14 items)

Each of the 14 criteria will be examined in this section.

#### **(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;**

For economic purposes, the street layout should enable customers to reach businesses easily and for trade among business to be conducted directly and efficiently. The street layout in Subarea 2 is primarily a regular grid pattern, which will make the access to all parts of the district relatively easy.

Public Transit is provided through five Miami-Dade Transit System fixed routes that serve the area. In addition, there is a TriRail station that serves Subarea 2.

**(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;**

Data from the Miami-Dade County Property Appraiser’s Office was obtained to examine the change in Taxable Value for the properties located in the proposed CRA area and compare them to the entire City’s experience.

**TABLE 3-1  
CHANGE IN TAXABLE VALUES - POTENTIAL CRA AREA AND CITY OF MIAMI**

Value	Subarea 2	Entire UMMA Area
2015 Taxable Value	\$217,092,190	\$62,448,172,067
2020 Taxable Value	\$339,908,542	87,269,294,245
Rate of Change	56.57%	39.75%

Source: Miami-Dade County Property Appraiser

**(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;**

The conditions that generate faulty street layout would also contribute to a faulty lot layout. Most of the property is in a grid system with a standard lot layout.

**(d) Unsanitary or unsafe conditions;**

The conditions of unsanitary conditions can be categorized through the designation of unsafe and contaminated sites throughout the Subarea. Based on a report from Miami-Dade County DERM there are six sites that have been designated Contaminated based on operations on the site.

**TABLE 3-2  
CONTAMINATED SITES**

DERM FILE	ADDRESS	STATUS
IW 21	6900 NW 35 Ave	Contaminated
IW 121	6900 NW 35 Ave	Contaminated
UT 1615	7045 NW 27 Ave	Contaminated
UT 1637	3045 NW 62 St	Contaminated
UT 2832	6801 NW 27 Ave	Contaminated
UT 4172	3590 NW 60 St	Contaminated

Source: DERM

Photographs of Unsanitary Conditions are found in Exhibits 2-1 through 2-12.

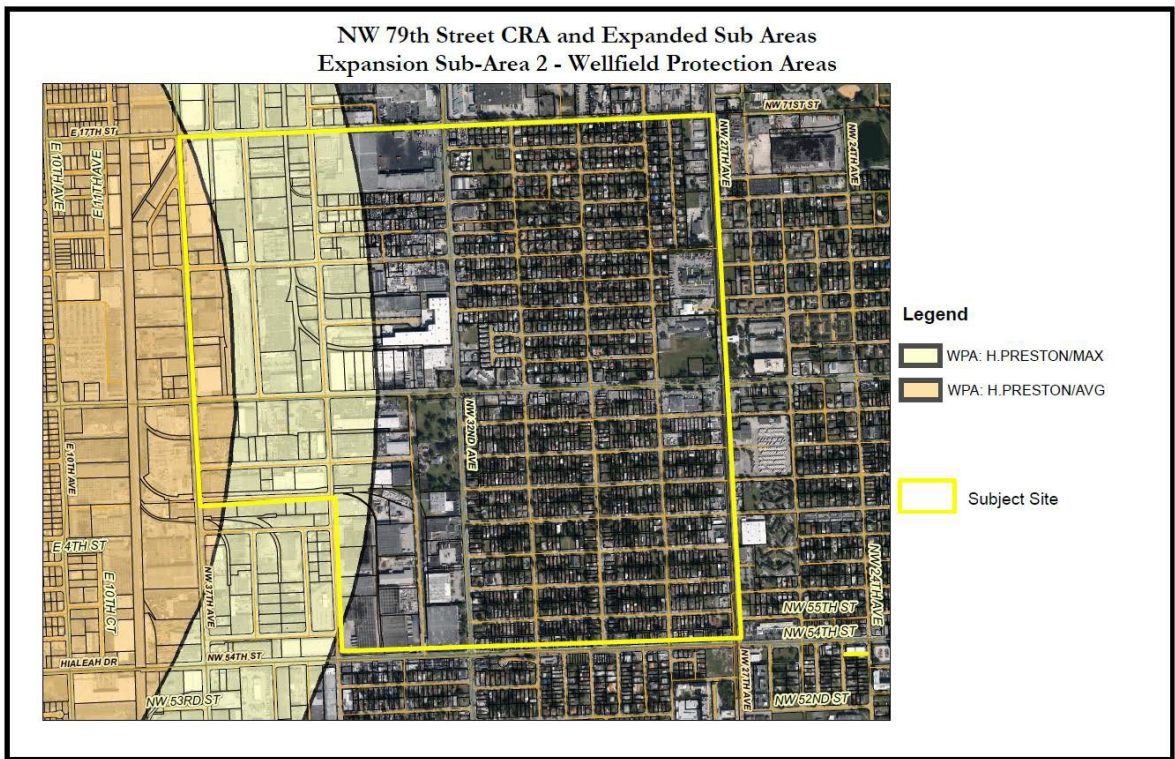


**Wellfield Protection**

Portions of proposed Subarea 2 are partially located within the average and maximum travel times of the Hialeah Preston Wellfield Complex protection area.

The Board of County Commissioners has adopted ordinances that establish wellfield protection zones in response to the documented association between land use and groundwater contamination. These ordinances prohibit land uses that use, handle, generate, dispose of or store hazardous materials and hazardous waste within wellfield protection areas, including within the Hialeah Preston Wellfield Complex. These ordinances also establish restrictions for land use, sewage loading intended to ensure pristine water quality within this wellfield by excluding land uses that could compromise groundwater quality and pose a threat to drinking water resources. Proposed development within these areas must comply with the requirements of Chapter 24-43 of the Code of Miami-Dade County (the Code). Further, property owners within the wellfield are required to execute a covenant in accordance with Section 24-43(5) of the Code which provides that hazardous materials shall not be used, generated, handled, discharged, disposed of, or stored on the non-residential properties within the wellfield.

**EXHIBIT 2-13  
WELLFIELD PROTECTION AREAS**



Source: DERM

**(e) Deterioration of site or other improvements;**

Listed in Table 3-3 are the necessary improvements to the infrastructure within the potential area boundaries. These improvements total approximately \$56.1 million.

**TABLE 3-3  
INFRASTRUCTURE IMPROVEMENT NEEDS (estimates)**

Item	Length	Quantity	Unit	Cost	Total
Install Sidewalk	61966.2	34426	SY	75	\$ 2,581,926
Install Curb and Gutter	169794.0	169794.0	LF	35	\$ 5,942,788
Replace Driveway Turnouts	73996	65774	SY	75	\$ 4,933,059
Asphalt Mill Resurface	79281.3	193798.8	SY	50	\$ 9,689,938
Drainage Structures		328	EA	5000	\$ 1,640,000
Drainage Pipe		56956	LF	150	\$ 8,543,326
Road Rebuild	0	0.0	SY	100	\$ -
Side Street Swale	137421	122152	SY	75	\$ 9,161,396
Striping	62000	124000	LF	5	\$ 620,000
Street Lights		2	EA	15000	\$ 30,000
Design and Contingency 30%					\$ 12,942,730
<b>TOTAL IMPROVEMENTS</b>					<b>\$ 56,085,164</b>

Sources: PMG Associates; Florida Technical Consultants

**(f) Inadequate and outdated building density patterns;**

This Subarea does not exhibit a higher density than the entire UMSA area.

**(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;**

Lease rates have not been declining and are generally on a par with other similar areas to other areas of unincorporated Miami-Dade County. Three data sources were used to determine the lease rates and the real estate activity in the area. These sources are:

- Trulia.com
- MLS
- Loop.net

The Subarea does not have a large commercial area. The non-residential properties are primarily Industrial.

Additionally, the information was verified through field investigation.

**(h) Tax or special assessment delinquency exceeding the fair value of the land;**

The Miami-Dade Tax Collectors Office is the source of the Tax Delinquency figures for all of Miami-Dade County including the potential area. Data representing the tax delinquencies for the past year were acquired and analyzed for this study.

One of the questions regarding the designation of blight is if the area has property with tax delinquencies that exceed the fair value of the properties within the boundary. The analysis indicates that there are only a few delinquent tax files in the area.

**(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;**

Overall, there are relatively few vacancies in the potential area and these rates are not more extensive than through the remainder of Miami-Dade County. Three data sources were used to determine the vacancy rates and the Real Estate activity in the area. These sources are:

- Trulia.com
- MLS
- Loop.net

**(j) Incidence of crime in the area higher than in the remainder of the county or municipality;**

Crime data was obtained from the Miami-Dade Police Department who maintains statistics for unincorporated area. Data from Code 2 Emergency and Code 3 Emergency responses that encompass the potential Subarea as well as the entire UMSA were obtained to determine the incidence of crime.

**Definition of Code 2 Emergency:**

A situation which poses a potential threat of serious injury or loss of human life which may require swift police action; e.g., assault, robbery, or burglary of an occupied structure in progress; hazardous chemical spill; toxic gas leak; serious motor vehicle crash in which the extent of injuries is unknown; etc.

**Definition of Code 3 Emergency:**

A situation or sudden occurrence which poses an actual threat of serious injury or loss of human life and which demands swift police action; e.g., seriously ill or injured person, shooting, sexual battery, etc.

**TABLE 3-4  
POLICE CALLS PER CAPITA**

Area	Code 2 and 3 Calls	Population	Calls/1,000
Subarea 2	4,263	3,825	1114.5
Entire UMSA Area	63,480	1,220,466	52.0

Source: Miami-Dade Police Department

Emergency calls are over 21 times higher in the Subarea than the entire UMMSA area,  
**(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;**

A review of the data from the Miami-Dade Fire Rescue Department reveals that in 2020, the proposed expansion area had a total of 1,282 calls for fire and emergency service. Based on the population of 3,825, this equates to 335.2 calls per one thousand population. For the entire UMMSA service area during the same time, the population of 1,220,466 generated 77,712 calls for fire service, which is 63.7 calls per one thousand population. The district has over 5 times more incidences than the entire UMMSA area.

**(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;**

Miami-Dade County RER provides data for the Code Enforcement cases for the unincorporated area. Data for the past year was obtained and reviewed to assess the number of Code violations within the potential CRA expansion boundary and the total for the entire 79<sup>th</sup> Street Corridor CRA.

Table 3-5 lists the figures and analysis for the Code violations in the area.

**TABLE 3-5  
 CODE VIOLATION**

Area	Violations	Parcels	Percentage of Parcels
Subarea 2	213	1,561	13.65%
Existing CRA	687	3,613	19.01%

Source: Miami-Dade RER

**(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area,**

Currently there are 217 Vacant Parcels in the proposed district. Most of these properties are designated for Commercial and Industrial use (51.6%). A significant amount of the vacant property is designated for Residential (37.3%) uses. Additionally 11.1% of the vacant property is owned by governmental agencies. The ownership of these parcels is diverse, except for the government properties, and does not provide an apparent opportunity to assemble properties for economic purposes.

**(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity,**

Currently there are 6 sites that have been designated as Contaminated in the Subarea. No properties owned by Government Agencies that have this designation.

The Subarea is located in the Wellfield Protection Area and the TriRail Station is located in this area.

### 3.3 RESULTS OF ANALYSIS

The proposed area meets the following criteria of section 163.340(8) of the State Statutes.

- ❖ Deteriorated Structures
  - Section d, Unsanitary or unsafe conditions
  - Section e, Deterioration of site or other improvements
  - Section j, Incidence of crime in the area higher than in the remainder of the county or municipality
  - Section k, Fire and emergency medical service calls to the area proportionately higher
  - Section m, Diversity of ownership or defective/unusual conditions of title
  - Section n, Governmentally owned property with adverse environmental conditions

**SECTION 4  
SUMMARY AND RECOMMENDATIONS**

**4.1 SUMMARY**

Sections 2 and 3 of this report identify the criteria for designation as “slum” and “blight” based on Florida Statutes. Each of the criteria was examined individually to assess the conditions and determine if the requirements under State law has been satisfied. Tables 4-1 and 4-2 the criteria for slum and blight found in the potential area.

**TABLE 4-1  
SLUM CRITERIA**

<b>Criteria</b>	<b>Description</b>	<b>Finding</b>
(a)	Inadequate provision for ventilation, light, air, sanitation, or open spaces	Meets criteria
(b)	High density of population	Does not meet criteria
(c)	The existence of conditions that endanger life or property by fire or other causes	Meets criteria

**TABLE 4-2  
BLIGHT CRITERIA**

<b>Criteria</b>	<b>Description</b>	<b>Finding</b>
<b>Deteriorated Strictures</b>		Meets criteria
(a)	Predominance of defective or inadequate street layout	Does not meet criteria
(b)	Assessed values of real property in the area have failed to show any appreciable increase	Does not meet criteria
(c)	Faulty lot layout	Does not meet criteria
(d)	Unsanitary or unsafe conditions	Meets criteria
(e)	Deterioration of site or other improvements	Meets criteria
(f)	Inadequate and outdated building density patterns	Does not meet criteria
(g)	Falling lease rates per square foot of office, commercial, or industrial space	Does not meet criteria
(h)	Tax or special assessment delinquency exceeding the fair value of the land	Does not meet criteria
(i)	Residential and commercial vacancy rates higher in the area than in the remainder of the City	Does not meet criteria
(j)	Incidence of crime in the area higher	Meets criteria
(k)	Fire and emergency medical service calls to the area proportionately higher	Meets criteria
(l)	A greater number of violations of the Florida Building Code	Does not meet criteria
(m)	Diversity of ownership or defective/unusual conditions of title	Meets criteria
(n)	Governmentally owned property with adverse environmental conditions	Meets criteria

This summary notes that the potential area meets two of the three of the “Slum” criteria and 6 of the 14 specific “Blight” criteria. In addition, the potential area has a substantial number of deteriorated structures as evidenced by Exhibits 122-1 through 2-2-12, and 2-3-1 through 2-3-61.

## **4.2 RECOMMENDATIONS**

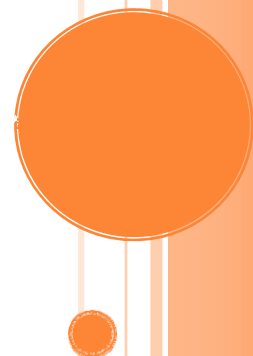
The potential CRA expansion area of Subarea 2 meets the criteria established under State Statutes to be designated as “slum” and “blight”. The area meets two of the three of the criteria to be designated as slum (one is required), and six of the criteria to be designated as “blight” (only two are required). The area also meets the “blight” requirement of existence of deteriorated structures.

**FINAL REPORT**

**FINDING OF NECESSITY  
FOR EXPANSION OF  
THE 79TH STREET CORRIDOR CRA  
SUBAREA 3**

**August 2022**

**PMG Associates, Inc.**





**FINDING OF NECESSITY – SUBAREA 3  
FOR EXPANSION OF THE 79TH STREET CORRIDOR CRA**

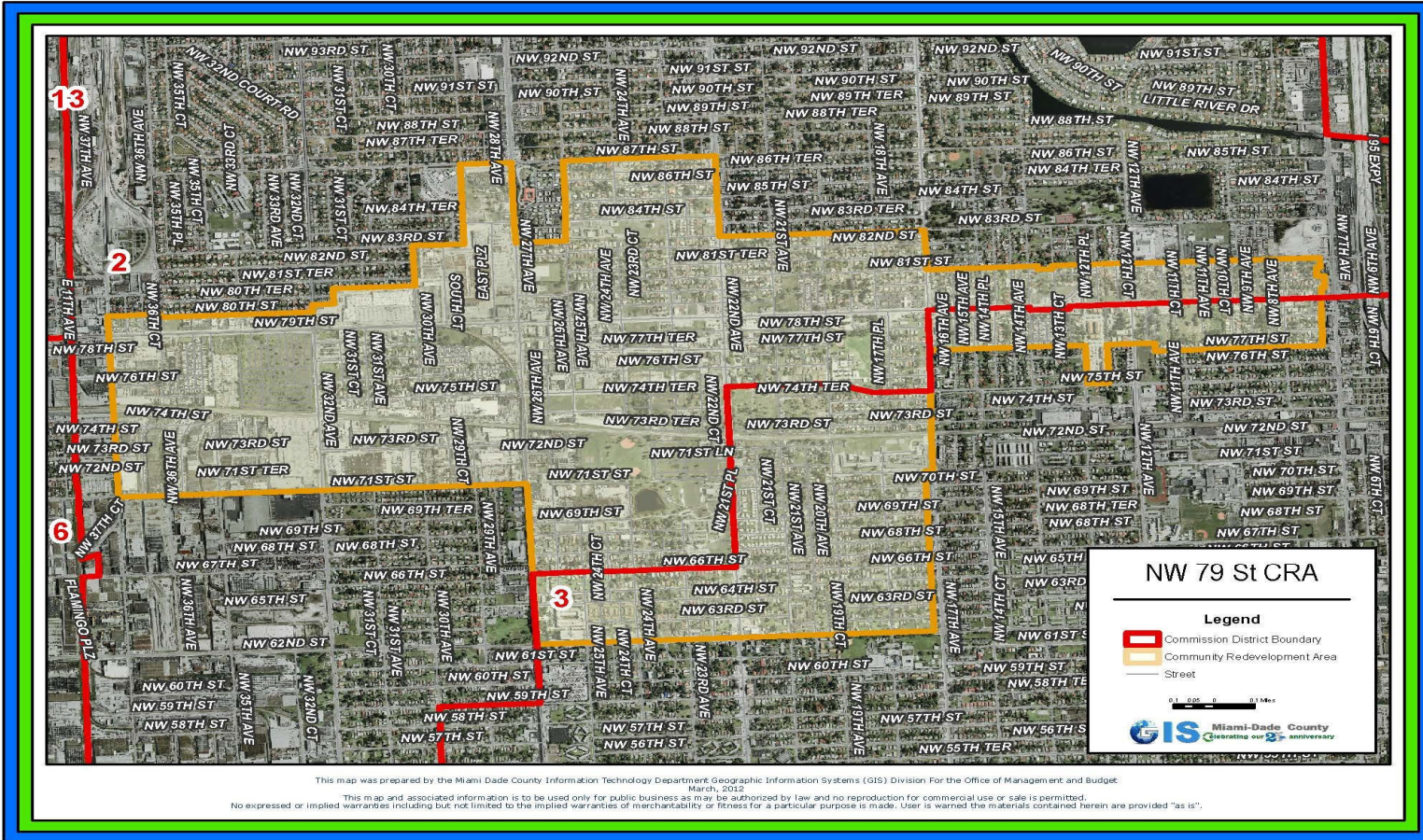
**SECTION 1  
INTRODUCTION**

**1.1 PURPOSE**

The current 79<sup>th</sup> Street Corridor CRA was established by the Miami-Dade Board of County Commissioners (BOCC) through the two-step process required by State Law. The Finding of Necessity was accepted by the BOCC in May 2009 and the Redevelopment Plan was accepted by the BOCC in July 2011. The original boundaries of the 79<sup>th</sup> Street Corridor CRA are depicted in Exhibit 1-1.

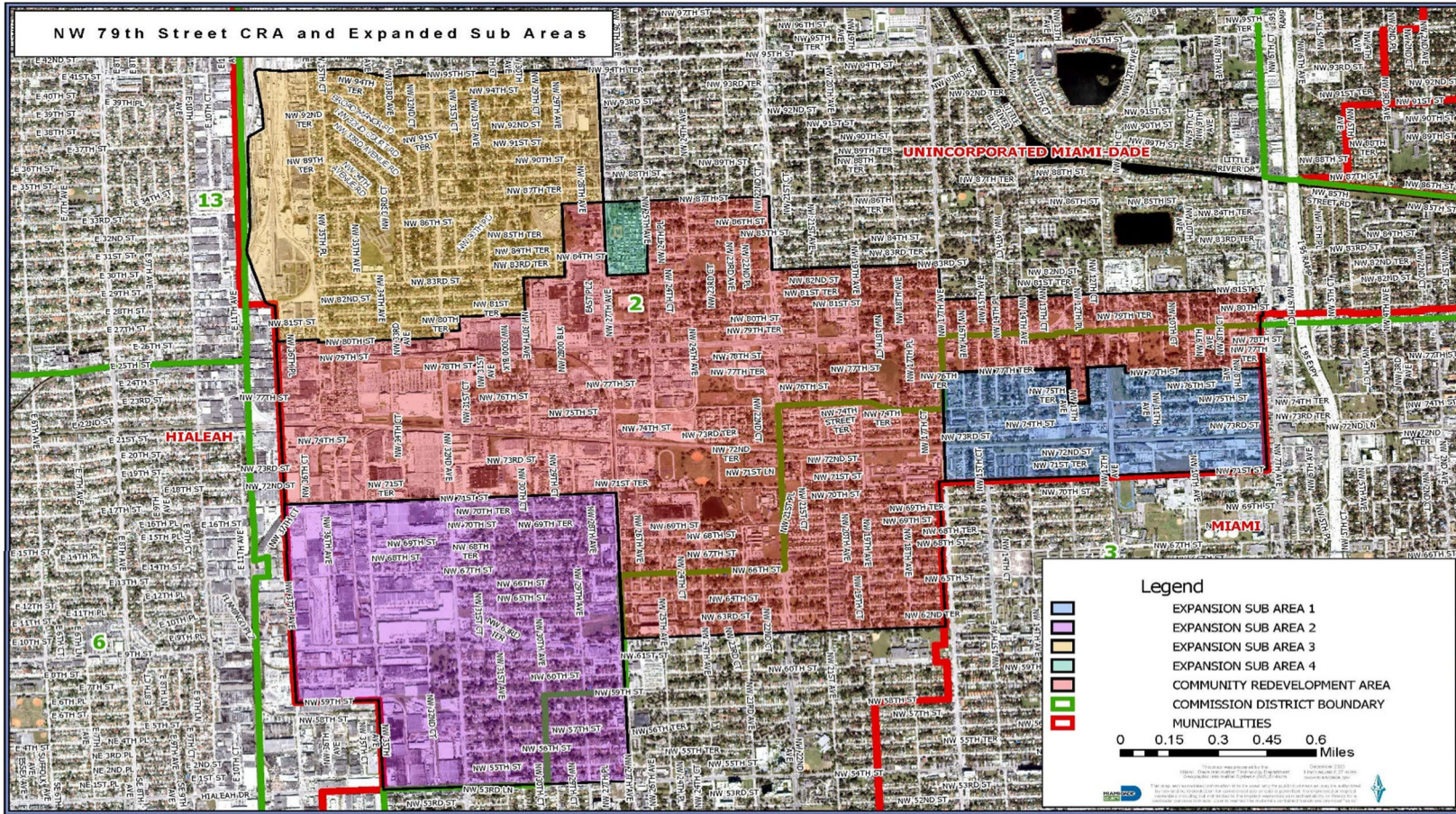
This analysis will evaluate four distinct subareas that are considered for the expansion of the 79<sup>th</sup> Street Corridor CRA. These areas are illustrated in Exhibit 1-2.

**EXHIBIT 1-1  
CURRENT 79<sup>TH</sup> STREET CORRIDOR CRA**



Source: Miami-Dade County

**EXHIBIT 1-2  
PROPOSED EXPANSION SUBAREAS**



Source: Miami-Dade County

## **1.2 METHODOLOGY**

Consistent with State Law, the Finding of Necessity examines the character of the area and measures statistics and other documentation to determine if the conditions of slum and blight have been met, as described in Florida Statutes 163. Part III section 163.340 (7)(8). This analysis will examine each of the criteria and determine if the proposed area meets these conditions.

The analysis of the conditions that exist in the proposed CRA area was conducted using data available from documented sources throughout the community. Agencies within Miami-Dade County were contacted and data was supplied to examine the characteristics of the community. Additional research was conducted through field observations and photographic evidence to underscore the findings.

Each of the criteria as established by State Law will be discussed separately and the data sources used for the analysis will be described in each section.

## **1.3 LEGAL REQUIREMENTS**

The requirements of the FON are established in Section 163.340 of the Florida Statutes and are described as follows:

### Slum Determination 163.340 (7)

“Slum area” is defined as an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

- (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
- (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
- (c) The existence of conditions that endanger life or property by fire or other causes.

### Blight Determination 163.340 (8)

“Blighted Area” is defined as an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;

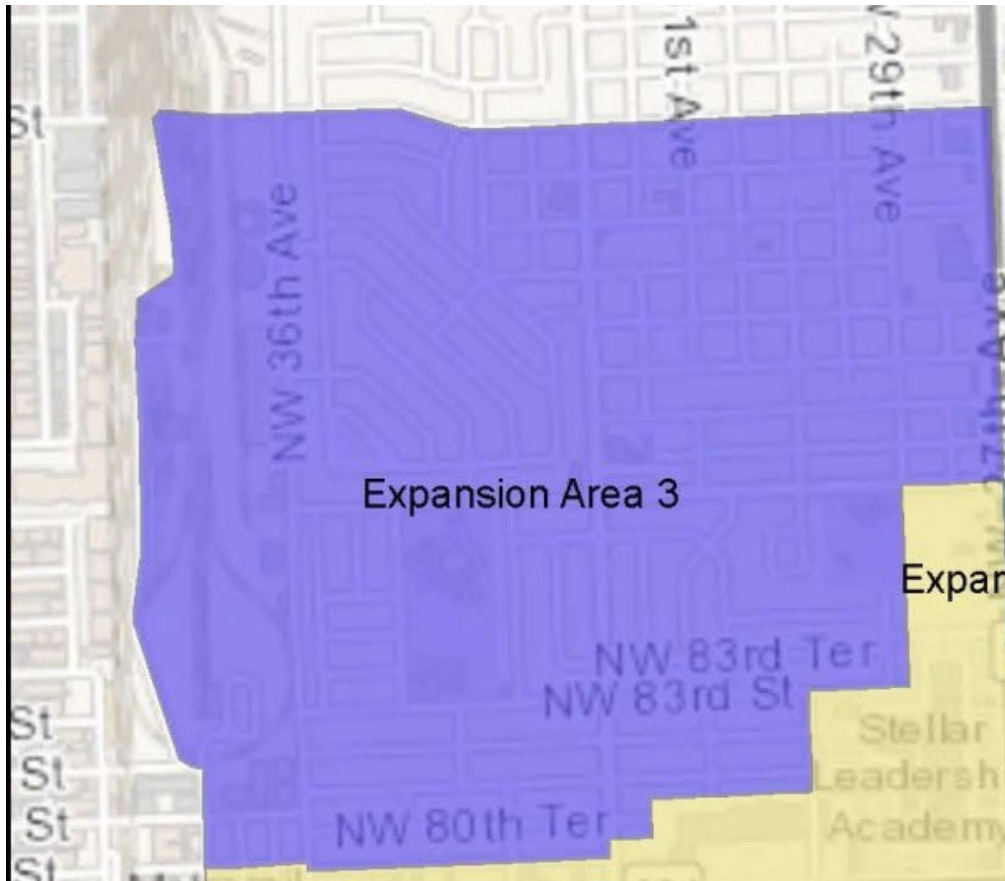
- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Inadequate and outdated building density patterns;
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
- (h) Tax or special assessment delinquency exceeding the fair value of the land;
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality;
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

## **DESCRIPTION OF THE SUBAREA**

This report will examine the statistics for the subarea and will compare these against the entire UMSA area to determine if the subarea qualifies to be established as a CRA based on the requirements of State law.

Subarea 3 as depicted in Exhibit 1-3 contains 1,767 parcels within the 571.6 acres in the boundaries.

**EXHIBIT 1-3 PROPOSED SUBAREA 3**



Source: Miami-Dade County Office of Budget and Management

Land uses in the area are predominantly Residential (72.5%) with a significant amount of Vacant parcels (13.9%). Industrial properties are represented by 7.9% of the total number of parcels. An inventory of the 1,561 parcels is provided in Table 1-1.

**TABLE 1-1  
LAND USE IN SUBAREA 3**

Category	Folios
Vacant Residential	25
Single Family	1,516
Multi-Family	39
Duplex	141
Commercial	13
Industrial	12
Religious	4
Education	3
Vacant Government	7
Unclassified	7
Total	1,767

Source: Miami-Dade Property Appraiser

Population and Housing data was obtained from Claritas, an internationally recognized source of demographic and marketing data. The population of Subarea 3 is estimated at 6,787 in 2020. There are 2,333 dwelling units in the area. Other facilities in the study area include:

**Parks**

- Broadmoor Park

**Schools**

- Madison Middle School

**SECTION 2  
SLUM CONDITIONS**

**2.1 ANALYSIS OF SLUM CONDITIONS**

The conditions that define “Slum” as outlined in Florida State Statutes 163.340(7) in the potential CRA area are found in the following factors. In order for a proposed CRA area to qualify as having slum conditions, the area must have at least one of three factors.

**(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;**

The conditions of unsanitary conditions can be categorized through the designation of unsafe and contaminated sites throughout the Subarea. Based on a report from Miami-Dade County DERM there are 5 sites that have been designated as of concern based on operations on the site.

**TABLE 2-1  
CONTAMINATED SITES**

<b>DERM FILE</b>	<b>ADDRESS</b>	<b>STATUS</b>
IW 204	8700 NW 36 Ave	Closed with Restrictions
UT 163	8701 NW 32 Ave	Contaminated
UT 1024	8700 NW 27 Ave	Contaminated
UT 4310	8301 NW 27 Ave	Contaminated
UT 6345	9400 NW 37 Ave	Contaminated

Source: DERM



## Examples of Unsanitary Conditions



**Exhibit 2-1**



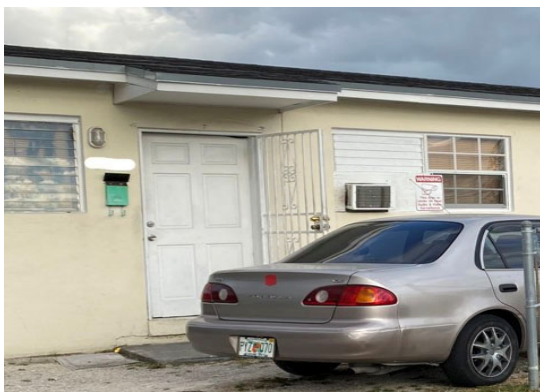
**Exhibit 2-2**



**Exhibit 2-3**



**Exhibit 2-4**



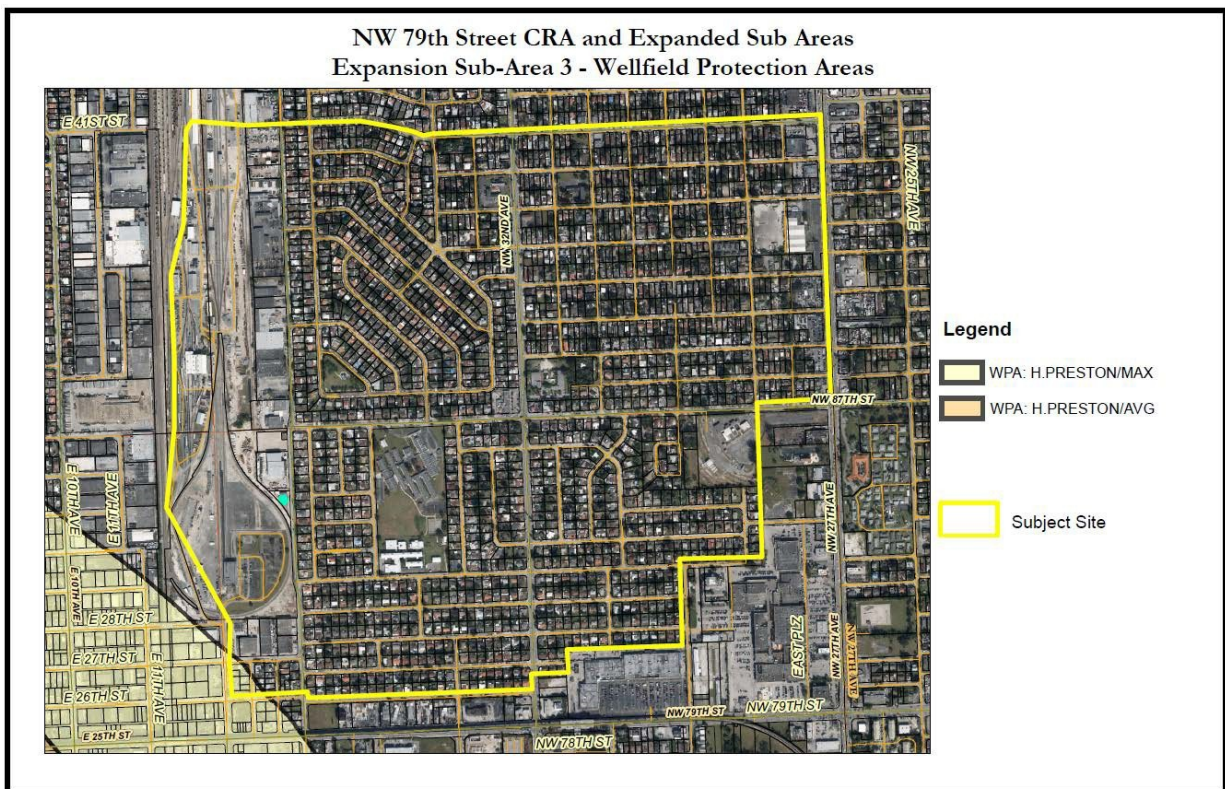
**Exhibit 2-5**

## Wellfield Protection

Portions of proposed Subarea 3 are partially located within the average and maximum travel times of the Hialeah Preston Wellfield Complex protection area.

The Board of County Commissioners has adopted ordinances that establish wellfield protection zones in response to the documented association between land use and groundwater contamination. These ordinances prohibit land uses that use, handle, generate, dispose of or store hazardous materials and hazardous waste within wellfield protection areas, including within the Hialeah Preston Wellfield Complex. These ordinances also establish restrictions for land use, sewage loading intended to ensure pristine water quality within this wellfield by excluding land uses that could compromise groundwater quality and pose a threat to drinking water resources. Proposed development within these areas must comply with the requirements of Chapter 24-43 of the Code of Miami-Dade County (the Code). Further, property owners within the wellfield are required to execute a covenant in accordance with Section 24-43(5) of the Code which provides that hazardous materials shall not be used, generated, handled, discharged, disposed of, or stored on the non-residential properties within the wellfield.

## **EXHIBIT 2-6 WELLFIELD PROTECTION AREAS**



Source: DERM

**(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code.**

This Subarea does not exhibit a higher density than the entire UMSA area.

**(c) The existence of conditions that endanger life or property by fire or other causes.**

A review of the data from the Miami-Dade Fire Rescue Department reveals that in 2020, the proposed expansion area had a total of 1,687 calls for fire and emergency service. Based on the population of 6,787, this equates to 248.7 calls per one thousand population. For the entire UMSA service area during the same time, the population of 1,220,466 generated 77,712 calls for fire service, which is 63.7 calls per one thousand population. The district has nearly 4 times more incidences than the entire UMSA area.

## **2.2 RESULTS OF ANALYSIS**

The proposed area meets criteria (a) and (c) of the State Statutes.

## SECTION 3 BLIGHT CONDITIONS

### 3.1 ANALYSIS OF BLIGHT CONDITIONS

The requirements under State Statutes 163.340(8) for designation as “Blighted” note that the area must have a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property.

One method of illustrating “Blight” is through photographic evidence. Field observations were used to examine the area and photographs were taken of the conditions. Exhibits 3-1 through 3-34 are a representative sample of the conditions in the area.

#### Deteriorated Residential



**Exhibit 3-1**



**Exhibit 3-2**



**Exhibit 3-3**



**Exhibit 3-4**

## Deteriorated Commercial



**Exhibit 3-5**



**Exhibit 3-6**

## Deteriorated Roads



**Exhibit 3-7**



**Exhibit 3-8**



**Exhibit 3-9**



**Exhibit 3-10**



**Exhibit 3-11**



**Exhibit 3-12**



**Exhibit 3-13**



**Exhibit 3-14**



**Exhibit 3-15**



**Exhibit 3-16**



**Exhibit 3-17**



**Exhibit 3-18**



**Exhibit 3-19**



**Exhibit 3-20**

**Deteriorated Fences**



**Exhibit 3-21**



**Exhibit 3-22**



**Exhibit 3-23**



**Exhibit 3-24**

**Deteriorated or Lack of Drainage**



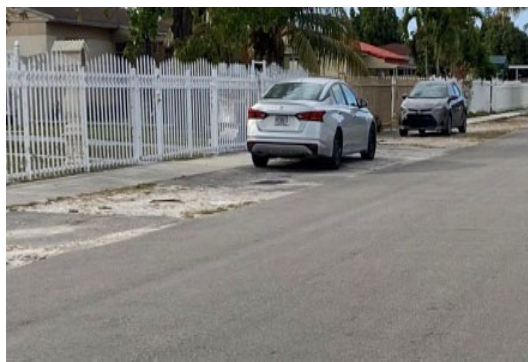
**Exhibit 3-25**



**Exhibit 3-26**



**Exhibit 3-27**



**Exhibit 3-28**





**Exhibit 3-29**



**Exhibit 3-30**



**Exhibit 3-31**

### **Deteriorated Sidewalks**



**Exhibit 3-32**



**Exhibit 3-33**

## Deteriorated Sign



**Exhibit 3-34**

### 3.2 Blight Criteria Analysis (Must meet 2 of the 14 items)

Each of the 14 criteria will be examined in this section.

**(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;**

For economic purposes, the street layout should enable customers to reach businesses easily and for trade among business to be conducted directly and efficiently. The street layout in Subarea 3 is primarily a regular grid pattern, which will make the access to all parts of the district relatively easy.

Public Transit is provided through two Miami-Dade Transit System fixed routes that serve the area.

**(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;**

Data from the Miami-Dade County Property Appraiser's Office was obtained to examine the change in Taxable Value for the properties located in the proposed CRA area and compare them to the entire City's experience.

**TABLE 3-1  
CHANGE IN TAXABLE VALUES - POTENTIAL CRA AREA AND CITY OF MIAMI**

Value	Subarea 3	Entire UMSA Area
2015 Taxable Value	\$101,421,678	\$62,448,172,067
2020 Taxable Value	\$167,143,967	87,269,294,245
Rate of Change	64.80%	39.75%

Source: Miami-Dade County Property Appraiser

**(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;**

The conditions that generate faulty street layout would also contribute to a faulty lot layout. Most of the property is in a grid system with a standard lot layout.

**(d) Unsanitary or unsafe conditions;**

The conditions of unsanitary conditions can be categorized through the designation of unsafe and contaminated sites throughout the Subarea. Based on a report from Miami-Dade County DERM there are six sites that have been designated Contaminated based on operations on the site.

**TABLE 3-2  
CONTAMINATED SITES**

<b>DERM FILE</b>	<b>ADDRESS</b>	<b>STATUS</b>
IW 204	8700 NW 36 Ave	Closed with Restrictions
UT 163	8701 NW 32 Ave	Contaminated
UT 1024	8700 NW 27 Ave	Contaminated
UT 4310	8301 NW 27 Ave	Contaminated
UT 6345	9400 NW 37 Ave	Contaminated

Source: DERM

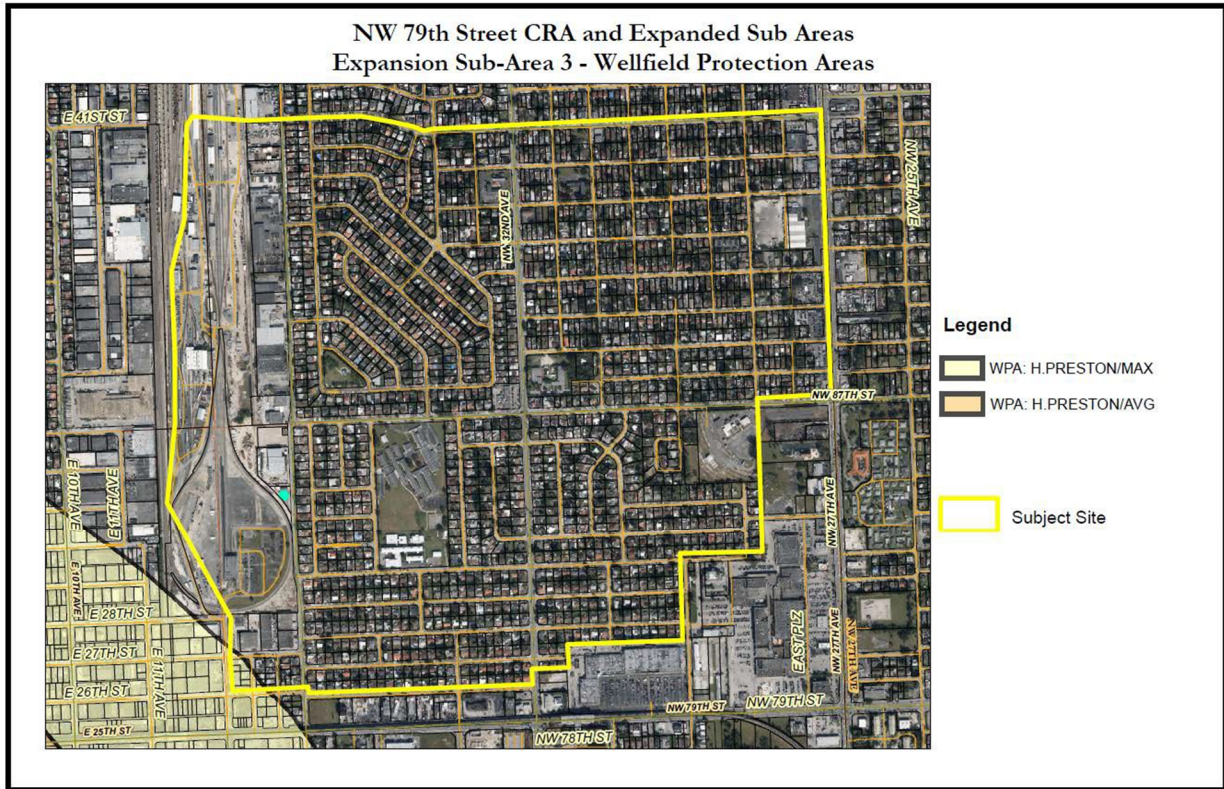
Photographs of Unsanitary Conditions are found in Exhibits 2-1 through 2-5.

**Wellfield Protection**

Portions of proposed Subarea 3 are partially located within the average and maximum travel times of the Hialeah Preston Wellfield Complex protection area.

The Board of County Commissioners has adopted ordinances that establish wellfield protection zones in response to the documented association between land use and groundwater contamination. These ordinances prohibit land uses that use, handle, generate, dispose of or store hazardous materials and hazardous waste within wellfield protection areas, including within the Hialeah Preston Wellfield Complex. These ordinances also establish restrictions for land use, sewage loading intended to ensure pristine water quality within this wellfield by excluding land uses that could compromise groundwater quality and pose a threat to drinking water resources. Proposed development within these areas must comply with the requirements of Chapter 24-43 of the Code of Miami-Dade County (the Code). Further, property owners within the wellfield are required to execute a covenant in accordance with Section 24-43(5) of the Code which provides that hazardous materials shall not be used, generated, handled, discharged, disposed of, or stored on the non-residential properties within the wellfield.

**EXHIBIT 3-35  
WELLFIELD PROTECTION AREAS**



Source: DERM

**(e) Deterioration of site or other improvements;**

Listed in Table 3-3 are the necessary improvements to the infrastructure within the potential area boundaries. These improvements total approximately \$69.1 million.

**TABLE 3-3  
INFRASTRUCTURE IMPROVEMENT NEEDS (estimates)**

Item	Length	Quantity	Unit	Cost	Total
Install Sidewalk	92416.9	51343	SY	75	\$ 3,850,705
Install Curb and Gutter	206207.3	206207.3	LF	35	\$ 7,217,257
Replace Driveway Turnouts	77263	68679	SY	75	\$ 5,150,894
Asphalt Mill Resurface	82782.2	202356.5	SY	50	\$ 10,117,827
Drainage Structures		350	EA	5000	\$ 1,750,000
Drainage Pipe		60750	LF	150	\$ 9,112,438
Road Rebuild	0	0.0	SY	100	\$ -
Side Street Swale	143489	127546	SY	75	\$ 9,565,946
Striping	58000	116000	LF	5	\$ 580,000
Street Lights		20	EA	15000	\$ 300,000
Design and Contingency 30%					\$ 14,293,520
<b>TOTAL IMPROVEMENTS</b>					<b>\$ 61,938,586</b>

Sources: PMG Associates; Florida Technical Consultants

**(f) Inadequate and outdated building density patterns;**

This Subarea does not exhibit a higher density than the entire UMSA area.

**(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;**

Lease rates have not been declining and are generally on a par with other similar areas to other areas of unincorporated Miami-Dade County. Three data sources were used to determine the lease rates and the real estate activity in the area. These sources are:

- Trulia.com
- MLS
- Loop.net

The Subarea does not have a large commercial area. The non-residential properties are primarily Industrial.

Additionally, the information was verified through field investigation.

**(h) Tax or special assessment delinquency exceeding the fair value of the land;**

The Miami-Dade Tax Collectors Office is the source of the Tax Delinquency figures for all of Miami-Dade County including the potential area. Data representing the tax delinquencies for the past year were acquired and analyzed for this study.

One of the questions regarding the designation of blight is if the area has property with tax delinquencies that exceed the fair value of the properties within the boundary. The analysis indicates that there are only a few delinquent tax files in the area.

**(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;**

Overall, there are relatively few vacancies in the potential area and these rates are not more extensive than through the remainder of Miami-Dade County. Three data sources were used to determine the vacancy rates and the Real Estate activity in the area. These sources are:

- Trulia.com
- MLS
- Loop.net

Additionally, the information was verified through field investigation.

**(j) Incidence of crime in the area higher than in the remainder of the county or municipality;**

Crime data was obtained from the Miami-Dade Police Department who maintains statistics for unincorporated area. Data from Code 2 Emergency and Code 3 Emergency responses that encompass the potential Subarea as well as the entire UMSA were obtained to determine the incidence of crime.

**Definition of Code 2 Emergency:**

A situation which poses a potential threat of serious injury or loss of human life which may require swift police action; e.g., assault, robbery, or burglary of an occupied structure in progress; hazardous chemical spill; toxic gas leak; serious motor vehicle crash in which the extent of injuries is unknown; etc.

**Definition of Code 3 Emergency:**

A situation or sudden occurrence which poses an actual threat of serious injury or loss of human life and which demands swift police action; e.g., seriously ill or injured person, shooting, sexual battery, etc.

**TABLE 3-4  
POLICE CALLS PER CAPITA**

Area	Code 2 and 3 Calls	Population	Calls/1,000
Subarea 3	2,738	6,787	403.4
Entire UMSA Area	63,480	1,220,466	52.0

Source: Miami-Dade Police Department

Emergency calls are over 7.75 times higher in the Subarea than the entire UMSA area,

**(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;**

A review of the data from the Miami-Dade Fire Rescue Department reveals that in 2020, the proposed expansion area had a total of 1,687 calls for fire and emergency service. Based on the population of 6,787, this equates to 248.7 calls per one thousand population. For the entire UMSA service area during the same time, the population of 1,220,466 generated 77,712 calls for fire service, which is 63.7 calls per one thousand population. The district has nearly 4 times more incidences than the entire UMSA area.

**(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;**

Miami-Dade County RER provides data for the Code Enforcement cases for the unincorporated area. Data for the past year was obtained and reviewed to assess the number of Code violations within the potential CRA expansion boundary and the total for the entire 79<sup>th</sup> Street Corridor CRA.

**TABLE 3-5  
CODE VIOLATION**

Area	Violations	Parcels	Percentage of Parcels
Subarea 3	207	1,767	11.71%
Existing CRA	687	3,613	19.01%

Source: Miami-Dade RER

**(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area,**

Currently there are 32 Vacant Parcels in the proposed district (1.8%). Most of these properties are designated for Residential use (78.1%). There is only a small number of Vacant parcels and ownership of these parcels is diverse, and does not provide an apparent opportunity to assemble properties for economic purposes.

**(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity,**

Currently there are 5 sites that have been designated as Contaminated in the Subarea. No properties owned by Government Agencies that have this designation.

The Subarea is located in the Wellfield Protection Area.

### 3.3 RESULTS OF ANALYSIS

The proposed area meets the following criteria of section 163.340(8) of the State Statutes.

- ❖ Deteriorated Structures
  - Section d, Unsanitary or unsafe conditions
  - Section e, Deterioration of site or other improvements
  - Section j, Incidence of crime in the area higher than in the remainder of the county or municipality
  - Section k, Fire and emergency medical service calls to the area proportionately higher
  - Section m, Diversity of ownership or defective/unusual conditions of title
  - Section n, Governmentally owned property with adverse environmental conditions



**SECTION 4  
SUMMARY AND RECOMMENDATIONS**

**4.1 SUMMARY**

Sections 2 and 3 of this report identify the criteria for designation as “slum” and “blight” based on Florida Statutes. Each of the criteria was examined individually to assess the conditions and determine if the requirements under State law has been satisfied. Tables 4-1 and 4-2 the criteria for slum and blight found in the potential area.

**TABLE 4-1  
SLUM CRITERIA**

<b>Criteria</b>	<b>Description</b>	<b>Finding</b>
(a)	Inadequate provision for ventilation, light, air, sanitation, or open spaces	Meets criteria
(b)	High density of population	Does not meet criteria
(c)	The existence of conditions that endanger life or property by fire or other causes	Meets criteria

**TABLE 4-2  
BLIGHT CRITERIA**

<b>Criteria</b>	<b>Description</b>	<b>Finding</b>
<b>Deteriorated Strictures</b>		Meets criteria
(a)	Predominance of defective or inadequate street layout	Does not meet criteria
(b)	Assessed values of real property in the area have failed to show any appreciable increase	Does not meet criteria
(c)	Faulty lot layout	Does not meet criteria
(d)	Unsanitary or unsafe conditions	Meets criteria
(e)	Deterioration of site or other improvements	Meets criteria
(f)	Inadequate and outdated building density patterns	Does not meet criteria
(g)	Falling lease rates per square foot of office, commercial, or industrial space	Does not meet criteria
(h)	Tax or special assessment delinquency exceeding the fair value of the land	Does not meet criteria
(i)	Residential and commercial vacancy rates higher in the area than in the remainder of the City	Does not meet criteria
(j)	Incidence of crime in the area higher	Meets criteria
(k)	Fire and emergency medical service calls to the area proportionately higher	Meets criteria
(l)	A greater number of violations of the Florida Building Code	Does not meet criteria
(m)	Diversity of ownership or defective/unusual conditions of title	Meets criteria
(n)	Governmentally owned property with adverse environmental conditions	Meets criteria

This summary notes that the potential area meets two of the three of the “Slum” criteria and 6 of the 14 specific “Blight” criteria. In addition, the potential area has a substantial number of deteriorated structures as evidenced by Exhibits 2-1 through 2-5, and 3-1 through 3-34.

#### **4.2 RECOMMENDATIONS**

The potential CRA expansion area of Subarea 3 meets the criteria established under State Statutes to be designated as “slum” and “blight”. The area meets two of the three of the criteria to be designated as slum (one is required), and six of the criteria to be designated as “blight” (only two are required). The area also meets the “blight” requirement of existence of deteriorated structures.

**FINAL REPORT**

**FINDING OF NECESSITY  
FOR EXPANSION OF  
THE 79TH STREET CORRIDOR CRA  
SUBAREA 4**

**August 2022**

**PMG Associates, Inc.**



**FINDING OF NECESSITY – SUBAREA 4  
FOR EXPANSION OF THE 79TH STREET CORRIDOR CRA**

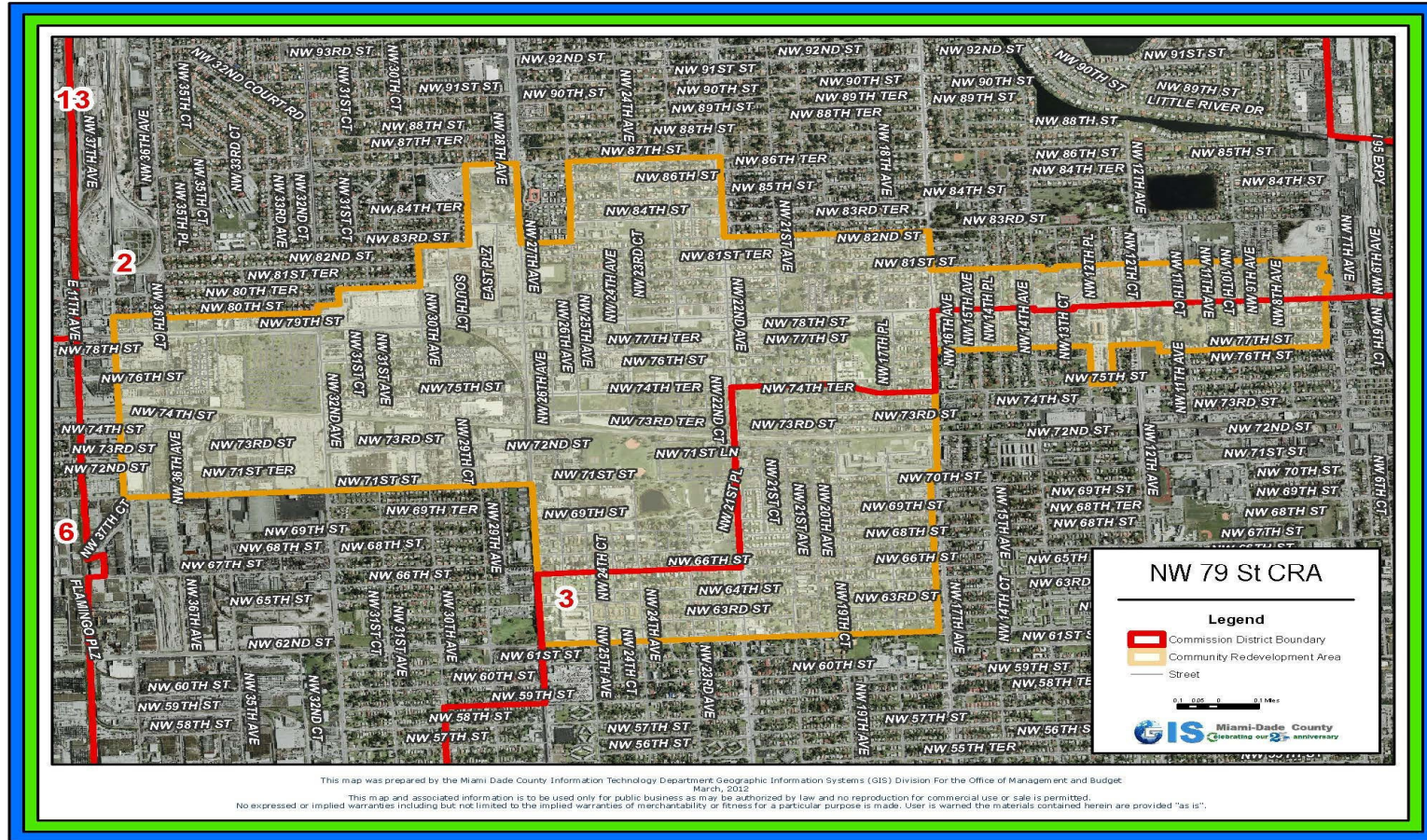
**SECTION 1  
INTRODUCTION**

**1.1 PURPOSE**

The current 79<sup>th</sup> Street Corridor CRA was established by the Miami-Dade Board of County Commissioners (BOCC) through the two-step process required by State Law. The Finding of Necessity was accepted by the BOCC in May 2009 and the Redevelopment Plan was accepted by the BOCC in July 2011. The original boundaries of the 79<sup>th</sup> Street Corridor CRA are depicted in Exhibit I-1.

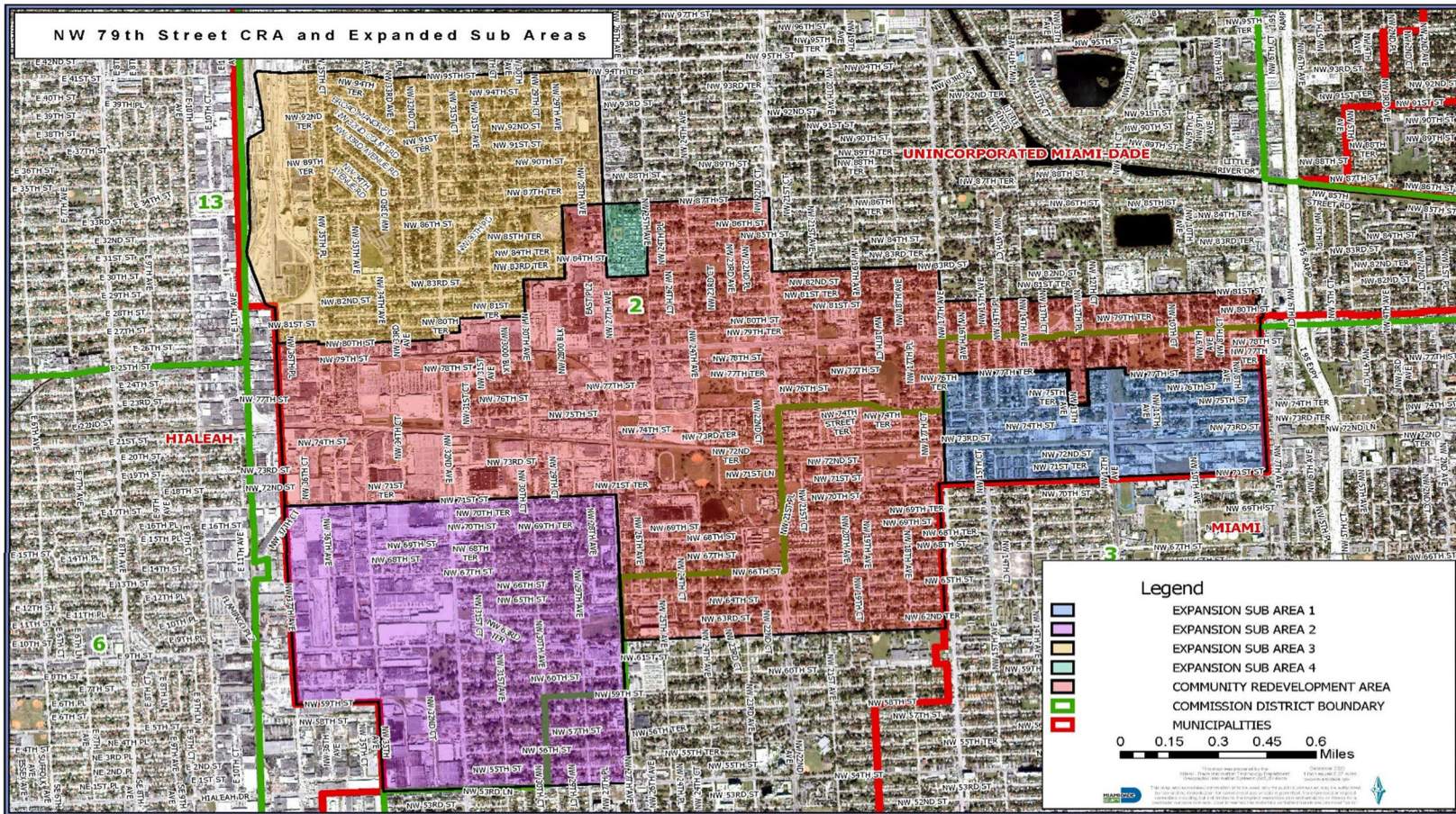
This analysis will evaluate four distinct subareas that are considered for the expansion of the 79<sup>th</sup> Street Corridor CRA. These areas are illustrated in Exhibit I-2.

# EXHIBIT 1-1 CURRENT 79<sup>TH</sup> STREET CORRIDOR CRA



Source: Miami-Dade County

**EXHIBIT 1-2  
PROPOSED EXPANSION SUBAREAS**



Source: Miami-Dade County

## 1.2 METHODOLOGY

Consistent with State Law, the Finding of Necessity examines the character of the area and measures statistics and other documentation to determine if the conditions of slum and blight have been met, as described in Florida Statutes 163. Part III section 163.340 (7)(8). This analysis will examine each of the criteria and determine if the proposed area meets these conditions.

The analysis of the conditions that exist in the proposed CRA area was conducted using data available from documented sources throughout the community. Agencies within the City of Miami and Miami-Dade County were contacted and data was supplied to examine the characteristics of the community. Additional research was conducted through field observations and photographic evidence to underscore the findings.

Each of the criteria as established by State Law will be discussed separately and the data sources used for the analysis will be described in each section.

## 1.3 LEGAL REQUIREMENTS

The requirements of the FON are established in Section 163.340 of the Florida Statutes and are described as follows:

### Slum Determination 163.340 (7)

“Slum area” is defined as an area having physical or economic conditions conducive to disease, infant mortality, juvenile delinquency, poverty, or crime because there is a predominance of buildings or improvements, whether residential or nonresidential, which are impaired by reason of dilapidation, deterioration, age, or obsolescence, and exhibiting one or more of the following factors:

- (a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;
- (b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code; or
- (c) The existence of conditions that endanger life or property by fire or other causes.

### Blight Determination 163.340 (8)

“Blighted Area” is defined as an area in which there are a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property, and in which two or more of the following factors are present:

- (a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;

- (b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;
- (c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;
- (d) Unsanitary or unsafe conditions;
- (e) Deterioration of site or other improvements;
- (f) Inadequate and outdated building density patterns;
- (g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;
- (h) Tax or special assessment delinquency exceeding the fair value of the land;
- (i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;
- (j) Incidence of crime in the area higher than in the remainder of the county or municipality;
- (k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;
- (l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;
- (m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area; or
- (n) Governmentally owned property with adverse environmental conditions caused by a public or private entity.

#### **1.4 DESCRIPTION OF THE SUBAREA**

This report will examine the statistics for the subarea and will compare these against the entire UMSA area to determine if the subarea qualifies to be established as a CRA based on the requirements of State law.

Subarea 4 as depicted in Exhibit 1-3 contains 3 parcels within the 21.0 acres in the boundaries. The majority of this site is a housing project previously owned by the Urban League, this property has recently sold to a private company.



## EXHIBIT 1-3 PROPOSED SUBAREA 4



Source: Miami-Dade County Office of Budget and Management

Although there are only three parcels, the majority of the land is comprised of the single housing development.

Population and Housing data was obtained from Claritas, an internationally recognized source of demographic and marketing data. The population of Subarea 4 is estimated at 338 in 2020. There are 128 dwelling units in the area. There are no public facilities in the Subarea

## SECTION 2 SLUM CONDITIONS

### 2.1 ANALYSIS OF SLUM CONDITIONS

The conditions that define “Slum” as outlined in Florida State Statutes 163.340(7) in the potential CRA area are found in the following factors. In order for a proposed CRA area to qualify as having slum conditions, the area must have at least one of three factors.

**(a) Inadequate provision for ventilation, light, air, sanitation, or open spaces;**

The conditions of unsanitary conditions can be categorized through the designation of unsafe and contaminated sites throughout the Subarea. Based on a report from Miami-Dade County DERM there are no sites that have been designated as of concern based on operations on the site.

**(b) High density of population, compared to the population density of adjacent areas within the county or municipality; and overcrowding, as indicated by government-maintained statistics or other studies and the requirements of the Florida Building Code.**

This Subarea does not exhibit a higher density than the entire UMSA area.

**(c) The existence of conditions that endanger life or property by fire or other causes.**

A review of the data from the Miami-Dade Fire Rescue Department reveals that in 2020, the proposed expansion area had a total of 149 calls for fire and emergency service. Based on the population of 338, this equates to 440.8 calls per one thousand population. For the entire UMSA service area during the same time, the population of 1,220,466 generated 77,712 calls for fire service, which is 63.7 calls per one thousand population. The district has nearly 7 times more incidences than the entire UMSA area.

### 2.2 RESULTS OF ANALYSIS

The proposed area meets criteria (c) of the State Statutes.

## **SECTION 3 BLIGHT CONDITIONS**

### **3.1 ANALYSIS OF BLIGHT CONDITIONS**

The requirements under State Statutes 163.340(8) for designation as “Blighted” note that the area must have a substantial number of deteriorated, or deteriorating structures, in which conditions, as indicated by government-maintained statistics or other studies, are leading to economic distress or endanger life or property.

One method of illustrating “Blight” is through photographic evidence. Due to the restricted housing area, there was no opportunity to photograph the area to assess conditions. The photographs in Exhibits 3-1 through 3-2 are samples of the conditions in the area. In addition, the improvements required to bring the infrastructure to the proper conditions are found in Table 3-3. These improvements are estimated to cost \$1.5 million.

#### **Deteriorated Roads**



**Exhibit 3-1**

#### **Deteriorated Fences**



**Exhibit 3-2**

**3.2 Blight Criteria Analysis (Must meet 2 of the 14 items)**

Each of the 14 criteria will be examined in this section.

**(a) Predominance of defective or inadequate street layout, parking facilities, roadways, bridges, or public transportation facilities;**

For economic purposes, the street layout should enable customers to reach businesses easily and for trade among business to be conducted directly and efficiently. The street layout in Subarea 4 is primarily a regular grid pattern, which will make the access to all parts of the district relatively easy.

Public Transit is provided through two Miami-Dade Transit System fixed routes that serve the area.

**(b) Aggregate assessed values of real property in the area for ad valorem tax purposes have failed to show any appreciable increase over the 5 years prior to the finding of such conditions;**

Data from the Miami-Dade County Property Appraiser’s Office was obtained to examine the change in Taxable Value for the properties located in the proposed CRA area and compare them to the entire City’s experience. Due to the sale of the property from a tax exempt entity to a private enterprise, the Ad Valorem Value does not truly reflect the change of value. In addition to the Ad Valorem Value, we have examined the change in Just Value over the past five years.

**TABLE 3-1  
CHANGE IN TAXABLE VALUES - POTENTIAL CRA AREA AND UMSA**

Value	Subarea 4	Entire UMSA Area
2015 Taxable Value	\$585,132	\$62,448,172,067
2020 Taxable Value	\$11,162,064	87,269,294,245
Rate of Change	1807.62%	39.75%

Source: Miami-Dade County Property Appraiser

**TABLE 3-2  
CHANGE IN JUST VALUES - POTENTIAL CRA AREA AND UMSA TAXABLE VALUES**

Value	Subarea 4	Entire UMSA Area
2015 Taxable Value	\$11,109,611	\$62,448,172,067
2020 Taxable Value	\$14,884,945	87,269,294,245
Rate of Change	33.98%	39.75%

Source: Miami-Dade County Property Appraiser

**(c) Faulty lot layout in relation to size, adequacy, accessibility, or usefulness;**

The conditions that generate faulty street layout would also contribute to a faulty lot layout. Most of the property is in a grid system with a standard lot layout.

**(d) Unsanitary or unsafe conditions;**

The conditions of unsanitary conditions can be categorized through the designation of unsafe and contaminated sites throughout the Subarea. Based on a report from Miami-Dade County DERM there are no sites that have been designated Contaminated based on operations on the site.

**(e) Deterioration of site or other improvements;**

Listed in Table 3-3 are the necessary improvements to the infrastructure within the potential area boundaries. These improvements total approximately \$1.5 million.

**TABLE 3-3  
INFRASTRUCTURE IMPROVEMENT NEEDS (estimates)**

Item	Length	Quantity	Unit	Cost	Total
Install Sidewalk	0.0	0	SY	75	\$ -
Install Curb and Gutter	5004.9	5004.9	LF	35	\$ 175,171
Replace Driveway Turnouts	2817	2504	SY	75	\$ 187,785
Asphalt Mill Resurface	3018.0	7377.3	SY	50	\$ 368,864
Drainage Structures		2	EA	5000	\$ 10,000
Drainage Pipe		350	LF	150	\$ 52,500
Road Rebuild	0	0.0	SY	100	\$ -
Side Street Swale	5231	4650	SY	75	\$ 348,744
Striping	4000	8000	LF	5	\$ 40,000
Street Lights		0	EA	15000	\$ -
Design and Contingency 30%					\$ 354,919
<b>TOTAL IMPROVEMENTS</b>					<b>\$ 1,537,984</b>

Sources: PMG Associates; Florida Technical Consultants

**(f) Inadequate and outdated building density patterns;**

This Subarea does not exhibit a higher density than the entire UMSA area.

**(g) Falling lease rates per square foot of office, commercial, or industrial space compared to the remainder of the county or municipality;**

Lease rates have not been declining and are generally on a par with other similar areas to other areas of unincorporated Miami-Dade County. Three data sources were used to determine the lease rates and the real estate activity in the area. These sources are:

- Trulia.com
- MLS
- Loop.net

The Subarea does not have a large commercial area. The non-residential properties are primarily Industrial.

Additionally, the information was verified through field investigation.

**(h) Tax or special assessment delinquency exceeding the fair value of the land;**

The Miami-Dade Tax Collectors Office is the source of the Tax Delinquency figures for all of Miami-Dade County including the potential area. Data representing the tax delinquencies for the past year were acquired and analyzed for this study.

One of the questions regarding the designation of blight is if the area has property with tax delinquencies that exceed the fair value of the properties within the boundary. The analysis indicates that there are only a few delinquent tax files in the area.

**(i) Residential and commercial vacancy rates higher in the area than in the remainder of the county or municipality;**

Overall, there are relatively few vacancies in the potential area and these rates are not more extensive than through the remainder of Miami-Dade County. Three data sources were used to determine the vacancy rates and the Real Estate activity in the area. These sources are:

- Trulia.com
- MLS
- Loop.net

Additionally, the information was verified through field investigation.

**(j) Incidence of crime in the area higher than in the remainder of the county or municipality;**

Crime data was obtained from the Miami-Dade Police Department who maintains statistics for unincorporated area. Data from Code 2 Emergency and Code 3 Emergency responses that encompass the potential Subarea as well as the entire UMSA were obtained to determine the incidence of crime.

**Definition of Code 2 Emergency:**

A situation which poses a potential threat of serious injury or loss of human life which may require swift police action; e.g., assault, robbery, or burglary of an occupied structure in progress; hazardous chemical spill; toxic gas leak; serious motor vehicle crash in which the extent of injuries is unknown; etc.

**Definition of Code 3 Emergency:**

A situation or sudden occurrence which poses an actual threat of serious injury or loss of human life and which demands swift police action; e.g., seriously ill or injured person, shooting, sexual battery, etc.

**TABLE 3-4  
POLICE CALLS PER CAPITA**

<b>Area</b>	<b>Code 2 and 3 Calls</b>	<b>Population</b>	<b>Calls/1,000</b>
Subarea 4	161	338	476.3
Entire UMSA Area	63,480	1,220,466	52.0

Source: Miami-Dade Police Department

Emergency calls are over 9 times higher in the Subarea than the entire UMSA area,

**(k) Fire and emergency medical service calls to the area proportionately higher than in the remainder of the county or municipality;**

A review of the data from the Miami-Dade Fire Rescue Department reveals that in 2020, the proposed expansion area had a total of 149 calls for fire and emergency service. Based on the population of 338, this equates to 440.8 calls per one thousand population. For the entire UMSA service area during the same time, the population of 1,220,466 generated 77,712 calls for fire service, which is 63.7 calls per one thousand population. The district has nearly 7 times more incidences than the entire UMSA area.

**(l) A greater number of violations of the Florida Building Code in the area than the number of violations recorded in the remainder of the county or municipality;**

Miami-Dade County RER provides data for the Code Enforcement cases for the unincorporated area. Data for the past year was obtained and reviewed to assess the number of Code violations within the potential CRA expansion boundary there were no violations in Subarea 4

**(m) Diversity of ownership or defective or unusual conditions of title which prevent the free alienability of land within the deteriorated or hazardous area,**

There is only one owner for the bulk of the property. The area is completely developed and no opportunity exists for new projects.

**(n) Governmentally owned property with adverse environmental conditions caused by a public or private entity,**

There are no contaminated properties in the Subarea and no government owned properties.

### **3.3 RESULTS OF ANALYSIS**

The proposed area meets the following criteria of section 163.340(8) of the State Statutes.

- ❖ Deteriorated Structures
  - Section e, Deterioration of site or other improvements
  - Section j, Incidence of crime in the area higher than in the remainder of the county or municipality
  - Section k, Fire and emergency medical service calls to the area proportionately higher



**SECTION 4  
SUMMARY AND RECOMMENDATIONS**

**4.1 SUMMARY**

Sections 2 and 3 of this report identify the criteria for designation as “slum” and “blight” based on Florida Statutes. Each of the criteria was examined individually to assess the conditions and determine if the requirements under State law has been satisfied. Tables 4-1 and 4-2 the criteria for slum and blight found in the potential area.

**TABLE 4-1  
SLUM CRITERIA**

<b>Criteria</b>	<b>Description</b>	<b>Finding</b>
<b>(a)</b>	Inadequate provision for ventilation, light, air, sanitation, or open spaces	Does not meet criteria
<b>(b)</b>	High density of population	Does not meet criteria
<b>(c)</b>	The existence of conditions that endanger life or property by fire or other causes	Meets criteria

**TABLE 4-2  
BLIGHT CRITERIA**

<b>Criteria</b>	<b>Description</b>	<b>Finding</b>
<b>Deteriorated Strictures</b>		Unavailable
<b>(a)</b>	Predominance of defective or inadequate street layout	Does not meet criteria
<b>(b)</b>	Assessed values of real property in the area have failed to show any appreciable increase	Does not meet criteria
<b>(c)</b>	Faulty lot layout	Does not meet criteria
<b>(d)</b>	Unsanitary or unsafe conditions	Does not meet criteria
<b>(e)</b>	Deterioration of site or other improvements	Meets criteria
<b>(f)</b>	Inadequate and outdated building density patterns	Does not meet criteria
<b>(g)</b>	Falling lease rates per square foot of office, commercial, or industrial space	Does not meet criteria
<b>(h)</b>	Tax or special assessment delinquency exceeding the fair value of the land	Does not meet criteria
<b>(i)</b>	Residential and commercial vacancy rates higher in the area than in the remainder of the City	Does not meet criteria
<b>(j)</b>	Incidence of crime in the area higher	Meets criteria
<b>(k)</b>	Fire and emergency medical service calls to the area proportionately higher	Meets criteria
<b>(l)</b>	A greater number of violations of the Florida Building Code	Does not meet criteria
<b>(m)</b>	Diversity of ownership or defective/unusual conditions of title	Does not meet criteria
<b>(n)</b>	Governmentally owned property with adverse environmental conditions	Does not meet criteria

## **4.2 RECOMMENDATIONS**

The potential CRA expansion area of Subarea 4 meets the criteria established under State Statutes to be designated as “slum” and “blight”. The area meets one of the three of the criteria to be designated as slum (one is required), and three of the criteria to be designated as “blight” (only two are required). The area also meets the “blight” requirement of existence of deteriorated structures.

**RESOLUTION NO. CRA-03-2024**

RESOLUTION OF THE N.W. 79<sup>TH</sup> STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY REJECTING ALL BIDS RECEIVED IN RESPONSE, TO RFP NO. 79TH2021-002, MARKETING, BRANDING AND PUBLIC RELATIONS CONSULTANT SERVICES FOR THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

**WHEREAS**, this Board desires to accomplish the purpose outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY**, that:

**Section 1.** The matters contained in the foregoing recital and accompanying memorandum are incorporated in this resolution by reference.

**Section 2.** This Board rejects all bids received in response to RFP No. 79<sup>TH</sup> 2021-002, Marketing, Branding and Public Relations Consultant Services for the NW 79<sup>th</sup> Street Corridor Community Redevelopment Area.. A copy of the solicitation documents and the proposals received in response are on file with and available upon request from the Miami-Dade County Office and Management Budget.

The foregoing resolution was offered by \_\_\_\_\_, who moved its adoption. The motion was seconded by \_\_\_\_\_ and upon being put to a vote, the vote was as follows:

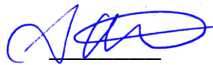
Aaron McKinney, Chairman \_\_\_\_\_  
Dr. Gilbert St. Jean, Vice-Chairman \_\_\_\_\_  
Tanisha Douglas \_\_\_\_\_ Parmalyn Jacob \_\_\_\_\_  
Nadege Vilsaint \_\_\_\_\_

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of March, 2024.

**N.W. 79<sup>th</sup> STREET COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
N.W. 79<sup>th</sup> Street CRA Secretary

Approved by CRA Attorney as  
to form and legal sufficiency.




Terrence A. Smith



Date: March 27, 2024

To: Aaron McKinney, Chairman  
and Board Members  
NW 79th Street Community Redevelopment Agency

From: Vivian Cao, Executive Director   
NW 79th Street Community Redevelopment Agency

Subject: **Resolution 03-2024** - Rejection of Bids Received for RFP No. 79TH2021-002  
Marketing, Branding and Public Relations Consultant Services

---

### **Recommendation**

It is recommended that the Board of Commissioners (Board) of the NW 79<sup>th</sup> Street Corridor Community Redevelopment Agency (Agency) reject all bids which were received in response to request for proposal (RFP) No. 79TH2021-002 Marketing, Branding and Public Relations Consultant Services because the RFP the type of marketing and promotional activities or services that were sought the RFP are now prohibited by section 163.387, Florida Statutes.

### **Background**

As part of the Board's approved action plan and expressed programmatic priorities for the fiscal year 2020, the Board directed staff to begin the process of developing and launching a marketing program to stimulate new investment and job growth; promote the NW 79<sup>th</sup> Street community redevelopment area (redevelopment area), its communities, businesses and competitive strengths; inform businesses regarding the Agency's grant, incentive and investment programs; promote the growth of tourism and stimulate visitor growth; and update the Agency's and the redevelopment area's image through effective branding and identity development in connection with the implementation of the Agency's redevelopment and action plans.

To this end, the Board directed staff to advertise the RFP to procure marketing, branding and public relations consulting services at the September 29, 2020 meeting. On January 22, 2021, RFP No. 79TH2021-002 was advertised, with a deadline of February 18, 2021, on the Agency's webpage, to multiple local firms, the County's applicable pool contractors and the Florida Redevelopment Association (FRA).

Six proposals were received. They were: 1) The Brand Advocates (Miami); 2) Circle of One Marketing (Miami Shores); 3) Integrated Communications and Research (ICR) (Coral Gables); 4) Kivvit, LLC (Miami and multiple other locations); 5) TMAC Communications LLC (Gaithersburg, Maryland); and 6) Wragg & Casas Public Relations Inc. (Miami)

Proposals were scored based on the following criteria:

- Pre-qualifying criteria (i.e., general internet web search; responded by RFP deadline; minimum number of copies; active company registered in Sunbiz; and in good financial standing with Miami-Dade County, where applicable)
- Technical/qualitative merits (i.e., company experience, personnel, qualifications, past/current performance, proposed delivery of service/strategy, portfolio, timeline, etc.)
- Cost proposal (i.e., costs within the published budget or reasonable based on service request)
- Bonus (i.e., located within Miami-Dade County; located within redevelopment area)

**Resolution 03-2024 - NW 79<sup>th</sup> Street Rejection of Proposals, RFP No. 79TH2021-002**

March 27, 2024

PAGE TWO

---

On October 21, 2021, the final evaluation selection committee (ESC) met during a publicly advertised meeting to review and rank the proposals (Webinar ID: 868 8878 5766). The selection committee ranked the proposals in the following order shown in Table 1 below.

<b>Table 1</b>	
<b>Proposer</b>	<b>ESC Score</b>
1. Circle of One Marketing	298/330
2. Wragg & Casas Public Relations Inc.	295/330
3. Kivvit, LLC	287/330
4. The Brand Advocates	275/330
5. Integrated Communications and Research (ICR)	271/330
6. TMAC Communications LLC	238/330

Based on the review of the proposals, the ESC recommended that the two top-ranked firms (Circle of One Marketing and Wragg & Casas Public Relations Inc.) be invited to participate in oral presentations on December 16, 2021. After the oral presentations, the ESC re-convened and re-affirmed the highest ranked proposer to be Circle of One Marketing; whose score had increased by three points (Table 2). Therefore, staff was directed to commence contract negotiations with Circle of One Marketing. In the event the contract negotiations were not successful, the ESC further recommended that staff negotiate with the next highest ranked firm, Wragg & Casas. Thereafter, staff commenced the negotiation process with Circle of One. Negotiations were finalized on June 1, 2022.

<b>Table 2</b>	
<b>Proposer</b>	<b>ESC Score</b>
Circle of One Marketing	301/330
Wragg & Casas Public Relations Inc.	295/330

In 2019, the Florida Legislature amended chapter 163, part III, Florida Statutes. One of the amendments was to section 163.387, Florida Statutes, as it relates to the types of activities community redevelopment agencies could use tax increment financing (TIF) funds to cover. The 2019 amendment specifically states that effective October 1, 2019, moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the board of commissioners of the community redevelopment agency and only for the purposes set forth below:

1. Administrative and overhead expenses directly or indirectly necessary to implement a community redevelopment plan adopted by the agency.
2. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted.

**Resolution 03-2024 - NW 79th Street Rejection of Proposals, RFP No. 79TH2021-002**

March 27, 2024

PAGE THREE

---

3. The acquisition of real property in the redevelopment area
4. The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants within or outside the community redevelopment area as provided in s. 163.370.
5. The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.
6. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.
7. The development of affordable housing within the community redevelopment area
8. The development of community policing innovations.
9. Expenses that are necessary to exercise the powers granted under section. 163.370, Florida Statutes, as delegated under section. 163.358, Florida Statutes.

In 2023, the County Attorney's Office and the FRA's General Counsel clarified that the TIF can no longer be used to cover the cost of marketing and promotional activities. Accordingly, based on the changes in the law and the subsequent opinions of the County Attorney and the FRA General Counsel (attached), it is recommended that the Board reject all bids submitted in response to the RFP.

Attachment (1)



## Memo

**To:** FRA Members

**From:** Cliff Shepard, General Counsel

**CC:** Jeff Blomeley

**Re:** Use of CRA Trust Fund moneys for Marketing and Special Events

Members-

Based on a 2010 attorney general's opinion, AGO 2010-40, it has long been the position of the FRA that CRA trust funds could be used to promote the use of a redeveloped area. Indeed, although the *"enumerated uses of community redevelopment trust fund moneys are . . . couched in terms of redevelopment activities involving "bricks and mortar,"* rather than promotional campaigns, AG McCollum opined at the time that *"to read the statute as precluding the promotion of a redeveloped area once the infrastructure has been completed would be narrowly viewing community redevelopment as a static process."*

The FRA agreed with and even lauded that interpretation as a significant step in the right direction when it comes to redevelopment. Unfortunately, the redevelopment statute was amended in October of 2019 to eliminate the legal support for that position, thus making it necessary to issue this memo of guidance to our members, many of whom seem to be unaware of the change and its significance.

### Five Little Words

In AGO 2010-40, AG McCollum cited to the then wording of Fla. Stat. § 163.387(6) which provided (as does the current version) a list of expenditures specifically authorized by the redevelopment act. Notably, however, that list was not intended to be exhaustive. We know this because, as Attorney General McCollum pointed out, the list of authorized expenditures was introduced by the precatory language

2300 Maitland Center Parkway, Suite 100, Maitland, FL 32751

T: (407) 622-1772 W: [WWW.SHEPARDFIRM.COM](http://WWW.SHEPARDFIRM.COM)



“including, but not limited to:” These five words make all the difference. Sadly, they have been deleted from the current version of the statute.

The key language, as it read then, was as follows:

*Moneys in the redevelopment trust fund may be expended from time to time for undertakings of a community redevelopment agency as described in the community redevelopment plan for the following purposes, ***including, but not limited to:****

In his conclusion, AG McCollum, relying almost solely on the “including, but not limited to” language, recognized the lack of a specific authorization in the statute for marketing and promotional type expenditures, and stated his opinion somewhat awkwardly:

*I cannot say that the use of community redevelopment funds would be so limited that the expenditure of funds for the promotion of a redeveloped area would be prohibited. However, grants to entities which promote tourism and economic development, as well as to nonprofits providing socially beneficial programs would appear outside the scope of the community redevelopment act.*

Thus, the AG recognized a narrow window, created by the then statutory language, that would allow the expenditure of CRA trust funds on marketing and promotional activities for the CRA so long as the marketing and promotional activities were authorized by the redevelopment plan, were within the CRA budget, and being spent exclusively in the district. Notably, however, even then the AG believed grants to entities which promote tourism and economic development, or nonprofits providing socially beneficial programs “would appear outside the scope” of the redevelopment act.

### **The 2019 Amendment**

With the 2019 amendment, the words “including, but not limited to” no longer exist in the statute. This is a huge change, and not without legislative intention.

Historically, certain CRAs in Florida have pushed the boundaries of what they can spend redevelopment dollars on. As a result, the FRA has become a perpetual legislative watchdog as well as legal educator when it comes to trying to keep our membership on the “straight and narrow.” Unfortunately, it doesn’t

take many complaints on a perceived issue for a legislator to seek a statutory solution to what ultimately is a minor or even nonexistent problem.

The problem the legislature was attempting to address with the 2019 amendment was the perception that CRA trust fund expenditures had devolved into a “wild west” scenario, where CRAs were justifying all manner of expenditures, while hanging their hats on the “including, but not limited to” language cited by AG McCollum. The solution, as they saw it, was to take away that excuse so that accountability would be easier to achieve.

The introductory language to relevant portion of Fla. Stat. § 163.387(6) now reads:

*Effective October 1, 2019, moneys in the redevelopment trust fund may be expended for undertakings of a community redevelopment agency as described in the community redevelopment plan only pursuant to an annual budget adopted by the board of commissioners of the community redevelopment agency and only for the purposes specified in paragraph (c).*

While this is a significant and consequential change, it must be noted that there is still a long list of authorized expenditures for CRA trust funds under the existing law. That list includes:

- 1. Administrative and overhead expenses directly or indirectly necessary to implement a community redevelopment plan adopted by the agency.*
- 2. Expenses of redevelopment planning, surveys, and financial analysis, including the reimbursement of the governing body or the community redevelopment agency for such expenses incurred before the redevelopment plan was approved and adopted.*
- 3. The acquisition of real property in the redevelopment area.*
- 4. The clearance and preparation of any redevelopment area for redevelopment and relocation of site occupants within or outside the community redevelopment area as provided in s. 163.370.*
- 5. The repayment of principal and interest or any redemption premium for loans, advances, bonds, bond anticipation notes, and any other form of indebtedness.*
- 6. All expenses incidental to or connected with the issuance, sale, redemption, retirement, or purchase of bonds, bond anticipation notes, or other form of indebtedness, including funding of*

*any reserve, redemption, or other fund or account provided for in the ordinance or resolution authorizing such bonds, notes, or other form of indebtedness.*

*7. The development of affordable housing within the community redevelopment area.*

*8. The development of community policing innovations.*

*9. Expenses that are necessary to exercise the powers granted under s. 163.370, as delegated under s. 163.358.*

Moreover, the language “expenses necessary to exercise the powers granted under s. 163.370” adds the following into the mix:

*1. Acquisition of property within a slum area or a blighted area by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition.*

*2. Demolition and removal of buildings and improvements.*

*3. Installation, construction, or reconstruction of streets, utilities, parks, playgrounds, public areas of major hotels that are constructed in support of convention centers, including meeting rooms, banquet facilities, parking garages, lobbies, and passageways, and other improvements necessary for carrying out in the community redevelopment area the community redevelopment objectives of this part in accordance with the community redevelopment plan.*

*4. Disposition of any property acquired in the community redevelopment area at its fair value as provided in s. 163.380 for uses in accordance with the community redevelopment plan.*

*5. Carrying out plans for a program of voluntary or compulsory repair and rehabilitation of buildings or other improvements in accordance with the community redevelopment plan.*

*6. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of real property in the community redevelopment area which, under the community redevelopment plan, is to be repaired or rehabilitated for dwelling use or related facilities, repair or rehabilitation of the structures for guidance purposes, and resale of the property.*

7. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of any other real property in the community redevelopment area when necessary to eliminate unhealthful, unsanitary, or unsafe conditions; lessen density; eliminate obsolete or other uses detrimental to the public welfare; or otherwise to remove or prevent the spread of blight or deterioration or to provide land for needed public facilities.

8. Acquisition, without regard to any requirement that the area be a slum or blighted area, of air rights in an area consisting principally of land in highways, railway or subway tracks, bridge or tunnel entrances, or other similar facilities which have a blighting influence on the surrounding area and over which air rights sites are to be developed for the elimination of such blighting influences and for the provision of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

9. Acquisition by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition of property in unincorporated enclaves surrounded by the boundaries of a community redevelopment area when it is determined necessary by the agency to accomplish the community redevelopment plan.

10. Construction of foundations and platforms necessary for the provision of air rights sites of housing (and related facilities and uses) designed specifically for, and limited to, families and individuals of low or moderate income.

(d) To provide, or to arrange or contract for, the furnishing or repair by any person or agency, public or private, of services, privileges, works, streets, roads, public utilities, or other facilities for or in connection with a community redevelopment; to install, construct, and reconstruct streets, utilities, parks, playgrounds, and other public improvements; and to agree to any conditions that it deems reasonable and appropriate which are attached to federal financial assistance and imposed pursuant to federal law relating to the determination of prevailing salaries or wages or compliance with labor standards, in the undertaking or carrying out of a community redevelopment and related activities, and to include in any contract let in connection with such redevelopment and related activities provisions to fulfill such of the conditions as it deems reasonable and appropriate.

(e) Within the community redevelopment area:

- 1. To enter into any building or property in any community redevelopment area in order to make inspections, surveys, appraisals, soundings, or test borings and to obtain an order for this purpose from a court of competent jurisdiction in the event entry is denied or resisted.*
  - 2. To acquire by purchase, lease, option, gift, grant, bequest, devise, or other voluntary method of acquisition any personal or real property, together with any improvements thereon.*
  - 3. To hold, improve, clear, or prepare for redevelopment any such property.*
  - 4. To mortgage, pledge, hypothecate, or otherwise encumber or dispose of any real property.*
  - 5. To insure or provide for the insurance of any real or personal property or operations of the county or municipality against any risks or hazards, including the power to pay premiums on any such insurance.*
  - 6. To enter into any contracts necessary to effectuate the purposes of this part.*
  - 7. To solicit requests for proposals for redevelopment of parcels of real property contemplated by a community redevelopment plan to be acquired for redevelopment purposes by a community redevelopment agency and, as a result of such requests for proposals, to advertise for the disposition of such real property to private persons pursuant to s. 163.380 prior to acquisition of such real property by the community redevelopment agency.*
- (f) To invest any community redevelopment funds held in reserves or sinking funds or any such funds not required for immediate disbursement in property or securities in which savings banks may legally invest funds subject to their control and to redeem such bonds as have been issued pursuant to s. 163.385 at the redemption price established therein or to purchase such bonds at less than redemption price, all such bonds so redeemed or purchased to be canceled.*
- (g) To borrow money and to apply for and accept advances, loans, grants, contributions, and any other form of financial assistance from the Federal Government or the state, county, or other public body or from any sources, public or private, for the purposes of this part and to give such security as may be required and to enter into and carry out contracts or agreements in connection therewith; and to include in any contract for financial assistance with the Federal Government for or with respect to community redevelopment and related activities such conditions imposed*

*pursuant to federal laws as the county or municipality deems reasonable and appropriate which are not inconsistent with the purposes of this part.*

*(h) To make or have made all surveys and plans necessary to the carrying out of the purposes of this part; to contract with any person, public or private, in making and carrying out such plans; and to adopt or approve, modify, and amend such plans, which plans may include, but are not limited to:*

*1. Plans for carrying out a program of voluntary or compulsory repair and rehabilitation of buildings and improvements.*

*2. Plans for the enforcement of state and local laws, codes, and regulations relating to the use of land and the use and occupancy of buildings and improvements and to the compulsory repair, rehabilitation, demolition, or removal of buildings and improvements.*

*3. Appraisals, title searches, surveys, studies, and other plans and work necessary to prepare for the undertaking of community redevelopment and related activities.*

*(i) To develop, test, and report methods and techniques, and carry out demonstrations and other activities, for the prevention and the elimination of slums and urban blight and developing and demonstrating new or improved means of providing housing for families and persons of low income.*

*(j) To apply for, accept, and utilize grants of funds from the Federal Government for such purposes.*

*(k) To prepare plans for and assist in the relocation of persons (including individuals, families, business concerns, nonprofit organizations, and others) displaced from a community redevelopment area and to make relocation payments to or with respect to such persons for moving expenses and losses of property for which reimbursement or compensation is not otherwise made, including the making of such payments financed by the Federal Government.*

*(l) To appropriate such funds and make such expenditures as are necessary to carry out the purposes of this part; to zone or rezone any part of the county or municipality or make exceptions from building regulations; and to enter into agreements with a housing authority, which agreements may extend over any period, notwithstanding any provision or rule of law to the*

*contrary, respecting action to be taken by such county or municipality pursuant to any of the powers granted by this part.*

*(m) To close, vacate, plan, or replan streets, roads, sidewalks, ways, or other places and to plan or replan any part of the county or municipality.*

*(n) To organize, coordinate, and direct the administration of the provisions of this part, as they may apply to such county or municipality, in order that the objective of remedying slum and blighted areas and preventing the causes thereof within such county or municipality may be most effectively promoted and achieved and to establish such new office or offices of the county or municipality or to reorganize existing offices in order to carry out such purpose most effectively.*

*(o) To develop and implement community policing innovations.*

## **Conclusion**

While CRA trust funds can no longer be spent on promotional and marketing activities, and could never be spent on grants to entities which promote tourism and economic development, or nonprofits providing socially beneficial programs, there are still a large number of authorized expenditures under the redevelopment act, which continues to exist as Florida's best vehicle for successful local government redevelopment efforts across the state.