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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA

MEMORANDUM Special Item No. 4.

TO: Honorable Chairman Joe A. Martinez and Members, West Perrine Community Redevelopment Agency

DATE: September 4, 2012

FROM: R. A. Cuevas, Jr. County Attorney

SUBJECT: Resolution of the Board of Commissioners of the West Perrine Community Redevelopment Agency approving a grant agreement in an amount not to exceed $13,000.00 with MZ Goose Inc. for repairs to the Bethel House; and amending the West Perrine Community Redevelopment Agency Budget for Fiscal year 2011-12

Resolution No. CRA-5-12 West Perrine

The accompanying resolution was prepared by the Office of Management and Budget and placed on the agenda at the request of Prime Sponsor Commissioner Dennis C. Moss.

R. A. Cuevas, Jr.
County Attorney

RAC/cp

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Memorandum

MIAMI-DADE COUNTY

Date: September 4, 2012

To: Honorable Chairman Joe A. Martinez
and Members, West Perrine Community
Redevelopment Agency

From: Carlos A. Gimenez
Mayor

Subject: Grant Agreement with MZ GOOSE Inc. a non-profit entity

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Recommendation

It is recommended that the Board of the West Perrine Community Redevelopment Agency (Agency) adopt the attached resolution, which:

1. approves a grant in an amount not to exceed $13,000 to MZ GOOSE Inc. for repairs to the Bethel House, and
2. amends the Agency's FY 2011-12 Budget to fund the grant.

Scope

This resolution approves the grant agreement for services within the West Perrine Community Redevelopment Area (Area), which lies entirely within County Commission District 9.

Fiscal Impact / Funding Source

The grant to MZ GOOSE Inc. will be funded by the Agency through the reallocation of $13,000 from the land purchase line item to the residential grant program line item in the FY 2011-12 Budget, which was approved by the Agency on December 19, 2011 and then by the Board of County Commissioners on April 3, 2012 (R-287-12).

Track Record / Monitor

The resolution approves the grant agreement and the Agency's amended FY 2011-12 Adopted Budget. Staff from the Office of Management and Budget will monitor the expenses associated with the Agency's activities. Although this contract does not have a timeframe to complete the repairs, a majority of the funding (as illustrated in Exhibit A to the grant agreement) will be held until certain milestones are met and the required permit closed out.

Background

The grant to MZ GOOSE, Inc., a Florida non-profit corporation, will fund the repairs to the Bethel House located in the Area in an amount not to exceed $13,000. The Bethel House is a historical structure in the Area that celebrates the Bahamian roots of the West Perrine Community. Miami-Dade County's Historic Preservation Board designated the Bethel House a historic site in 1996, a status which enabled the future relocation and preservation of the structure.

With assistance from Miami Habitat for Humanity (which donated the lot the house presently occupies) and support by Miami-Dade County, the cottage was moved in December of 1998 two blocks to the west of where it once stood. A restoration program was created with a future vision that includes the use of both interior and outdoor areas for educational demonstrations. With funding from the County, including Commissioner Dennis C. Moss, and other contributors, the project took shape with rehabilitation work completed by 2006. Currently the wood structure is in need of some repairs, these repairs will be performed by a contractor who is licensed to work on historical structures. The grant with MZ GOOSE Inc. will provide funding to complete the repairs to this historical structure.

The Board approved the FY 2011-12 budget on April 3, 2012. This item reallocates funding from the land purchase line item ($13,000) to the residential grant program line item. The reallocated $13,000 will be used for repairs to the Bethel House.

Once approved by the Agency, this budget will be reviewed by the County's Tax Increment Financing and Coordinating Committee and brought to the Board of County Commissioners for final approval.

Edward Marquez
Deputy Mayor

Attachments

Special Item No. 4
9-4-12

RESOLUTION NO. CRA-5-12 West Perrine

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY APPROVING A GRANT AGREEMENT IN AN AMOUNT NOT TO EXCEED $13,000.00 WITH MZ GOOSE INC. FOR REPAIRS TO THE BETHEL HOUSE; AND AMENDING THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY BUDGET FOR FISCAL YEAR 2011-12

WHEREAS, the Agency desires to approve a grant agreement with MZ Goose Inc., a not for profit entity, for the purpose of making repairs to the Bethel House, a historic structure, in generally the form attached hereto as Attachment 1 and incorporated herein by reference; and

WHEREAS, the Board of Commissioners of the West Perrine Community Redevelopment Agency (the "Agency") desires to approve the amended annual budget for Fiscal Year 2011-12 for the West Perrine Community Redevelopment Area in the form attached hereto as Attachment 2 and incorporated herein by reference; and

WHEREAS, the Agency desires to transmit the Fiscal Year 2011-12 amended budget to the Board of County Commissioners of Miami-Dade County, Florida (the "Board") for approval; and

WHEREAS, the Agency 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 WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The matters contained in the foregoing recitals are incorporated in this Resolution by reference.

Section 2. The Agency approves the grant agreement in an amount not to exceed $13,000.00 with MZ Goose Inc. for the purpose of making repairs to the Bethel House in substantially the form attached hereto as Attachment 1.

Section 3. The Agency approves the amended annual budget for Fiscal Year 2011-12 related to the West Perrine Community Redevelopment Area in the form attached hereto as Attachment 2.

The foregoing resolution was offered by Commissioner **Dennis C. Moss**, who moved its adoption. The motion was seconded by Commissioner **Audrey M. Edmonson** and upon being put to a vote, the vote was as follows:

Joe A. Martinez, Chairman			**aye**
Audrey M. Edmonson, Vice Chairwoman			**aye**
Bruno A. Barreiro	**aye**	Lynda Bell	**aye**
Esteban L. Bovo, Jr.	**absent**	Jose "Pepe" Diaz	**aye**
Sally A. Heyman	**aye**	Barbara J. Jordan	**aye**
Jean Monestime	**absent**	Dennis C. Moss	**aye**
Rebeca Sosa	**aye**	Sen. Javier D. Souto	**aye**
Xavier L. Suarez	**absent**		

The Chairperson thereupon declared the resolution duly passed and adopted this 6th day, of September, 2012.

WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY BY ITS
BOARD OF COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: **Christopher Agrippa**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Terrence A. Smith

WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY

GRANT AGREEMENT

THIS GRANT AGREEMENT (the "Agreement") is made and entered into as of the _____ day of _____, 2012, by and between the **WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY,** a public body corporate and politic (the "CRA") having an address at c/o Miami-Dade County, Community Redevelopment and Economic Policy Division, 111 N.W. 1st Street, Suite 2210, Miami, Florida 33128 and **MZ GOOSE, INC.,** a Florida non profit corporation (the "Grantee") having an address at 10203 SW 169 Terrace, Miami, Florida 33157.

RECITALS

1. Pursuant to its Redevelopment Plan, the CRA may assist in the funding of programs that promote cultural and historic activity and preservation of historic structures that emphasize the culture and history of the West Perrine community.

2. The mission of the Grantee is to encourage historic preservation of Bahamian culture through oral history research and exhibits at the Bethel House, a Bahamian-American Museum located within the boundaries of the West Perrine Community Redevelopment Area.

3. The CRA has approved a grant to the Grantee not to exceed Thirteen Thousand and 00/100 Dollars ($13,000.00) (the "Grant") to complete imminent repairs needed to restore the exterior of the Bethel House back to its post-rehabilitation conditions in accordance with the terms and conditions of this Agreement.

4. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

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

Section 1. **Recitals.** The Recitals set forth above are true and correct and are incorporated in this Agreement by reference.

Section 2. **Effective Term.** The term of this Agreement shall commence on the date when it has been executed by both parties (the "Effective Date") and shall continue until the Grant has been expended by the Grantee, provided the terms hereof shall survive the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder, and also to the extent such terms expressly survive the termination of this Agreement.

Section 3. **Disbursement of Grant; Use of Grant Proceeds.** As soon as practicable after the Effective Date, the CRA shall disburse the Grant to the Grantee as provided in Exhibit A after the Grantee has provided the CRA with a contract between the Grantee and a contractor

certified to perform work on historical structures. The Grantee shall use the Grant solely for hard and soft costs for the rehabilitation, preservation and revitalization of the Bethel House Bahamian-American Museum located in the CRA Redevelopment Area. The Grant shall not be used for Grantee's administrative costs and expenses.

Section 4. **Relationship of the Parties.** The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the CRA, but are only recipients of funding support, and is not an agent or instrumentality of the CRA or entitled to any employment benefits by the CRA. The Grantee will not look to, nor seek to hold liable, the CRA, its board members, employees, consultants, attorneys and/or agents (collectively the "Related Parties") for the performance or non-performance of this Agreement and agrees to hold the CRA and the Related Parties harmless and release the CRA and the Related Parties from any and all claims and liability under this Agreement.

Section 5. **No Assignment.** This Agreement and the Grant are not transferable to any other parties. If the Grantee assigns, transfers, or conveys this Agreement and/or the Grant, in whole or in part, during the term of this Agreement, this Agreement shall terminate and the Grantee agrees to immediately pay to the CRA one hundred percent (100%) of the Grant received.

Section 6. **Records, Reports, Audits, Monitoring and Review.**

6.1 The Grantee shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Grant and agrees to provide the CRA with expenditure reports as to the use of the Grant. Upon the request of the CRA, all such books and records of the Grantee which relate to the Project shall be available for inspection and audit by the CRA or any of its authorized representatives at all reasonable times during normal business hours. The CRA shall be entitled to make such copies of the books and records as the CRA deems appropriate.

6.2 The Grantee's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 7. **Breach of Agreement; Remedies.**

7.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee ineffectively, improperly or otherwise does not use the Grant allocated under this Agreement for the intended purposes described herein; (b) Grantee fails to submit expenditure report as required by this Agreement or submits incorrect or incomplete proof of expenditures; (c) the Grantee refuses to allow the CRA access to records or refuses to allow the CRA to monitor, evaluate and review the Grantee's projects; (d) a transfer or assignment occurs as set forth in Section 5 above, (e) Grantee fails to comply with applicable laws; (f) the Grantee discriminates in violation of any Federal, State or local laws; (g) the Grantee attempts to meet its obligations under

this Agreement through fraud, misrepresentation or material misstatement; and/or (h) Grantee breaches any other covenant or requirement set forth in this Agreement.

7.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 7.1 above, in addition to all rights and remedies available at law or in equity, the CRA may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the CRA may also (a) seek reimbursement of the Grant or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the CRA and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

7.3 No Waiver. No express or implied consent or waiver by the CRA to or of any breach or default by the Grantee in the performance or non-performance by the Grantee of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by the Grantee of the same or any other obligations of such other Party hereunder. Failure by the CRA to complain of any act or failure to act of the Grantee or to declare the Grantee in default, irrespective of how long such failure continues will not constitute a waiver by the CRA of its rights hereunder. The giving of consent by the CRA in any one instance will not limit or waive the necessity to obtain the CRA's consent in any future instance.

Section 8. Indemnification by Grantee. The Grantee hereby covenants and agrees to indemnify and hold harmless the CRA from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the CRA suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals or subcontractors. The Grantee shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to CRA) all claims, suits or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee expressly understands and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA and the Related Parties. Nothing contained in this Agreement shall be construed to affect the CRA's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity, and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 9. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the

manner set forth above. Notice is deemed given when received. For the present, Grantee and the CRA designate the following as the respective places for giving such notice:

CRA:	West Perrine Community Redevelopment Agency c/o Miami-Dade County, Community Redevelopment and Economic Policy Division 111 N.W. 1st Street, Suite 2210 Miami, Florida 33128 Attn: Jorge Fernandez Telephone No. (305) 375-1543 Facsimile No. (305) 372-1689
Copy to:	Miami-Dade County Attorney's Office 111 N.W. 1st Street, Suite 2210 Miami, Florida 33128 Attn: Terrence A. Smith, Assistant County Attorney Telephone No. (305) 375-1331 Facsimile No. (305) 375-5634
Grantee:	**MZ GOOSE, INC.,** ATTN: Helen Gage, Director. 10203 SW 169 Terrace Miami, Florida 33157 Telephone No. (305) 661-7472 Facsimile No. (305) 663-9676
Copy to:	_____ _____ _____ Telephone No. (305) _____ Facsimile No. (305) _____

Section 10. **Inspections.** At any time during normal business hours, the CRA or any of its agents, shall have the right to enter the Property, to examine the same for purpose of ensuring Grantor's compliance with the terms and provisions of this Agreement.

Section 11. **Limitation of Liability.** The CRA desires to enter into this Agreement only if in so doing the CRA can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of $100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the CRA for any action or claim arising from this Agreement to be limited to the sum of $100.00. Accordingly, and notwithstanding any other term or condition of this Agreement, Grantee agrees that CRA shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of $100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon CRA's liability as set forth in Chapter 768, Florida Statutes. Additionally, the CRA does not waive sovereign immunity,

and no claim or award against the CRA shall include attorney's fees, investigative costs or pre-judgment interest.

Section 12. Miscellaneous.

12.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds from the CRA. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the CRA as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the CRA for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the CRA relative to this Agreement.

12.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, and County laws, rules and regulations.

12.3 Modifications. Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement shall only be valid if in writing, duly approved by the CRA Board and signed by both parties.

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

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

12.6 Extent of Agreement. This Agreement represents the entire and integrated agreement between the CRA and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

12.7 Third Party Beneficiaries. Neither of the parties intends to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

12.8 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

12.9 Governing Law; Venue. This Agreement shall be interpreted and construed in accordance with and governed by the laws of the State of Florida. Venue for litigation concerning this Agreement shall be in Miami-Dade County, Florida.

12.10 Invalidity. If any term or provision of this Agreement, or the application thereof to any person or circumstance is determined to be invalid or unenforceable, then to the extent

that the invalidity or unenforceability thereof does not deprive a party of a material benefit afforded by this Agreement, the remainder of this Agreement or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, will not be affected thereby, and each term and provision of this Agreement will be valid and will be enforced to the full extent permitted by law.

12.11 Survival. All terms and provisions of this Agreement shall survive the termination of this Agreement, as applicable, as necessary in order for the parties to enforce their rights hereunder.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their respective and duly authorized officers the day and year first above written.

GRANTEE

MZ GOOSE, INC., a Florida non profit corporation

By: Helen Gage

Name: Helen Gage

Title: Director

CRA:

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

By:_____

Joe A. Martinez, Chairman

Attest:

By:_____

Clerk of the Board

Approved as to form and legal sufficiency:

By:_____

Terrence A. Smith, County Attorney

EXHIBIT A

DISBURSEMENT OF FUNDS

$2,000 – After Grantee has presented a construction contract for work to be performed with total cost and detailed listing.

$5,000 – Once the work is 50% completed and proof of permits have been received.

$6,000 – Once all work has been completed and all permits for referenced work have been closed out with proof of final inspections.

ATTACHMENT 2

West Perrine
Community Redevelopment Agency
FY 2011 - 2012 Amended Budget

Revenues	FY 09-10 Budget Actual	FY 10-11 Budget Adopted	FY 10-11 Budget Actual	FY 11-12 Budget Proposed
UMSA Tax Increment Revenue (TIR)	189,543	99,374	99,374	0
County Tax Increment Revenue (TIR)	462,330	233,095	233,095	0
Carryover from prior year	1,102,784	1,282,489	1,262,436	1,147,387
Grants				
New Bonds Issues (net of Cap interest)				
Interest earnings	6,854	10,000	6,159	3,500
Revenue Total	**1,761,511**	**1,624,958**	**1,601,064**	**1,150,887**
Expenditures				
Administrative Expenditures:				
Employee salary and fringe				
Contractual services				
Insurance				
Audits and studies				
Printing and publishing			35	100
Clerk and Meeting Costs				
Advertising and notices	158	200	240	500
Travel (includes Educational Seminars)				
Rent/lease costs				
Office equipment and furniture				
Other Admin. Exps (Direct Cnty Support)	79,139	79,920	79,920	63,762
(A) Subtotal Admin Expenses	**79,297**	**80,120**	**80,195**	**64,362**
County Administrative Charge at 1.5%	9,778	4,987	4,987	-
County Reimbursement of Advances	28,550	0	0	0
(B) Subtotal County Charges	**117,625**	**85,107**	**85,182**	**64,362**
Operating Expenditures:				
Employee salary and fringe				
Contractual services				
Insurance				
Audits and studies (U.S. 1 & Other)	16,500			
Project Mgt. Supplies				
Marketing Contingency				
Professional Services				
Community Policing	200,000	200,000	208,952	0
Right of Way Enhancement	144,227	170,000	158,873	170,000
Land/building acquisitions		919,181	-	505,355
Infrastructure improvements		150,000	-	287,500
Debt service payments				
Redevelopment grants - residential		50,000	0	63,000
Redevelopment grants - commercial		50,000	0	50,000
State Fee	175	175	175	175
Florida Redevelopment Association	495	495	495	495
Transfers out to others (attach list)				10,000
Debt Issuance Costs				
(C) Subtotal Oper. Expenses	**361,397**	**1,539,851**	**368,495**	**1,086,525**
(D) Reserve	1,282,489	-	-	-
Expenditure Total (A+B+C+D)	**1,761,511**	**1,624,958**	**453,677**	**1,150,887**
Cash Position (Rev-Exp)	**1,282,489**	**(0)**	**1,147,387**	**(0)**

Projects:	FY 09-10 Projected Expenditures	FY 10-11 Proposed Expenditures	FY 10-11 Actual Expenditures	FY 11-12 Proposed Expenditures
Land Purchase on SW 168 St.	-	919,181	-	505,355
Residential Grant Program		50,000	-	63,000
Commercial Grant Program		50,000	-	50,000
Implement Streetscape Master Plan		50,000	-	-
Park Improvements		100,000	-	287,500