



NW 7th Avenue Corridor - Community Redevelopment Agency

Meeting Agenda

April 26, 2023
Arcola Lakes Public Library
8240 NW 7th Avenue, Miami, FL 33150
6PM

- I. CALL TO ORDER
- II. ROLL CALL AND NEW MEMBER INTRODUCTIONS
- III. REASONABLE OPPORTUNITY FOR THE PUBLIC TO BE HEARD – 2 MINUTES PER SPEAKER
- IV. APPROVAL OF AGENDA
- V. APPROVAL OF MINUTES
 - A. June 30, 2022
- VI. ITEM FOR REVIEW AND/OR ACTION
 - A. Resolution Approving the NW 7th Avenue Community Redevelopment Agency Fiscal Year 2022-2023 Budget in the Amount of \$5,298,712
 - B. Resolution Retroactively Approving Amendment No. 10 with Neighbors And Neighbors, Inc. for Grant Administration Services for a Six-month Period in the Amount of \$57,000 and Authorizing the Executive Director to Exercise an Additional Six-month Period in the Amount of \$57,000
- VII. CRA UPDATES
 - A. CRA/OMB Staffing Update
 - B. Global RFP - (Economic Development/Market Analyst; Grants Administrator; Public Relations/Marketing)
- VIII. ADJOURNMENT

www.miamidade.gov/redevelopment/nw-7th-avenue-corridor.asp



**7TH AVENUE CORRIDOR REDEVELOPMENT AGENCY
EMERGENCY VIRTUAL MEETING**

OFFICIAL MINUTES – THURSDAY, JUNE 30, 2022

I. Call to Order – CRA Board Vice-Chairman Gene Lomando called the meeting to order at 6:01 p.m.

II. Board Member Roll Call/Introductions

Dr. Mae Bryant, Chairwoman	Absent
Eugene Lomando, Vice Chairman	Present
Mack Samuel	Present
Yvonne White Edwards	Absent
John L. Gay, Jr.	Present

Others Present:

Rasha Cameau, Chimene Y. Graham, Office of Management and Budget (OMB)
Terrence Smith, County Attorney’s Office (CAO)
Leroy Jones, Neighbors And Neighbors Association, Inc.

III. Public Comment/Reasonable Opportunity to be Heard – The recommended BIIG and CIP applicants provided the Board with additional background for each of their businesses and the reasons for their funding requests. Sebastian Cobas, a former CRA grantee, provided testimony of how his business was able to grow as a result of the CRA funding received and how his company was able to pivot due to the Covid-19 shutdown/pandemic.

IV. Approval of Agenda – Mack Samuel moved approval of the Agenda, with a second from John Gay. Motion passed, 3 - 0.

V. Approval of April 27, 2022 Minutes – Moved by Mack Samuel with a second from John Gay. Motion passed, 3 - 0.

VI. Action Items

A. Resolution Retroactively Approving Amendment No. 5 with Miami Urban Contemporary Experience LLC for Marketing and Business Outreach Services for FY 2022-2023 in the Amount of \$141,000 – Motion to approve was proffered by Mack Samuel, with a Second from John Gay. Motion passed, 3 - 0.

B. Resolution Approving Award of the FY 2021-2022 Commercial Improvement Program (CIP) and Business Innovation & Investment Grant (BIIG) Programs in the Amount of \$260,000 and \$80,000, respectively – Motion to approve was proffered by Mack Samuel, with a Second from John Gay. Motion passed, 3 - 0.

BIIG Approved Grantees		CIP Approved Grantees	
1. Arrow Muffler Company	\$10,000	1. Ponderosa Woodslabs, Inc.	\$15,000
2. Greater 7th Digital Press	\$10,000	2. Dolly’s Florist, Inc.	\$50,000
3. Ponderosa Woodslabs, Inc.	\$10,000	3. Abby’s Adult Day Care	\$45,000
4. Click N Go, The Online Store	\$10,000	4. Thomas Dental Associates Inc.	\$50,000
5. Abby’s Adult Day Care	\$10,000	5. J&G Investment Properties Inc.	\$50,000
6. Papillon Business LLC	\$10,000	6. Aqua Beach Holdings	\$50,000
7. Thomas Dental Associates, Inc.	\$10,000		
8. Palm Automart Sales d/b/a/ Magic Touch	\$10,000		

VII. Adjournment – 7p.m.

RESOLUTION NO. CRA-01-2023

RESOLUTION APPROVING THE FISCAL YEAR 2022-23 BUDGET FOR THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AND THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AREA IN THE TOTAL AMOUNT OF \$5,298,712.00; AND DIRECTING THE EXECUTIVE DIRECTOR OR THE EXECUTIVE DIRECTOR'S DESIGNEE TO SUBMIT THE BUDGET TO MIAMI-DADE COUNTY FOR APPROVAL BY MIAMI-DADE BOARD OF COUNTY COMMISSIONERS

WHEREAS, the Board of Commissioners ("Board") of the N.W. 7th Avenue Corridor Community Redevelopment Agency ("Agency") desires to approve the annual budget for Fiscal Year 2022-23 budget for the Agency and the N.W. 7th Avenue Corridor Community Redevelopment Area ("area"); and

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. 7TH AVENUE COMMUNITY REDEVELOPMENT AGENCY, that:

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

Section 2. This Board approves the Agency's and the area's budget for Fiscal Year 2022-2023 in the total amount of \$5,298,712.00, in the form attached hereto as Exhibit 1 and incorporated herein by reference. This Board further directs the Executive Director or the Executive Director's designee to submit the budget to Miami-Dade County for approval by the Miami-Dade Board of County Commissioners.

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:

	Daniella Pierre, Chairwoman _____	
	Jeffy Mondesir, Vice Chairman _____	
John L. Gay _____		Linnon Lathan _____
Gene Lomando _____		Nadeige Theresias _____

The Chairperson thereupon declared the resolution duly passed and adopted this 26th day of April, 2023.

**N.W. 7th AVENUE COMMUNITY
REDEVELOPMENT AGENCY AND
ITS BOARD OF COMMISSIONERS**


By: _____
N.W. 7th Avenue CRA Secretary

Approved by CRA Attorney as
to form and legal sufficiency. _____

Terrence A. Smith

Date: April 5, 2023

To: Honorable Chairwoman Daniella Pierre
and Members, NW 7th Avenue Corridor CRA Board of Directors

From: Jorge Fernandez
Deputy Director, Office of Management and Budget 

Subject: 2022 Preliminary Tax Roll Values for the NW 7th Avenue Corridor Community Redevelopment Area

On July 1, 2022, the Miami-Dade County Property Appraiser released the 2022 Preliminary Tax Roll values. As noted in the table below, the NW 7th Avenue Corridor Community Redevelopment Area (area) experienced a healthy growth in taxable values over the 2021 Preliminary Roll. For Fiscal Year 2022-23, the taxable value growth in the original area increased 8.7 percent and the growth in the expansion area increased 21.6 percent.

Area	2021 Roll	2022 Roll	Growth	Percentage Growth
Original Area	\$193,387,099	\$210,237,709	\$16,850,610	8.7 Percent
Expansion Area	\$66,831,409	\$81,271,601	\$14,440,192	21.6 Percent

The revenue deposited into the NW 7th Avenue Corridor Community Redevelopment Agency's (Agency) trust fund is calculated based on the incremental growth of ad valorem revenues beyond the established base year. As noted in the table below, the base year for the original area is 2003 while the base year for the expansion area is 2012. The increment value is the difference between the base year and current year taxable values.

	Base Year Roll	2022 Roll	Increment Value	Percentage Growth
Original Area	\$54,233,325	\$210,237,709	\$156,004,384	287 Percent
Expansion Area	\$48,055,633	\$81,271,601	\$33,215,968	69 Percent

The revenue deposited into the Agency's trust fund is based on the increment value multiplied by the millage rate for each taxing authority required to contribute to the trust fund. In the case of the Agency, both countywide and Unincorporated Municipal Service Area (UMSA) revenues are deposited, which are based on the millage rate adopted by the Miami-Dade County Board of County Commissioners. The revenue deposited into the Agency's trust fund for FY 2022-23 is detailed in the table below. The revenue is based on the 2022 adopted millage rates of 1.9090 for UMSA and 4.6202 for countywide.

	UMSA	Countywide	Total
Original Area	\$275,571	\$666,943	\$942,514
Expansion Area	\$59,864	\$144,885	\$204,749
Total	\$335,435	\$811,828	\$1,150,263

NW 7th Avenue Corridor Community Redevelopment Agency



BUDGET NARRATIVE



NW 7th Avenue Corridor Community Redevelopment Agency *Fiscal Year 2022 - 2023 Proposed Budget*

Introduction and Overview

Chapter 163, Part 3 of Florida State Statutes, known as the “Community Redevelopment Act of 1969” authorized local governments to establish Community Redevelopment Agencies to revitalize areas designated as slum and blight.

The NW 7th Avenue Corridor Community Redevelopment Agency (CRA) was created by the Miami-Dade County Board of County Commissioners (BCC) in 2004. On March 16, 2004, the BCC adopted Resolution R-293-04, establishing the boundaries of the CRA and declaring the area to be slum or blighted and in need of redevelopment, per Florida Statutes, Chapter 163. Subsequently, on June 22, 2004, the Board approved the CRA’s Community Redevelopment Plan (Plan) pursuant to Resolution R-780-04 and the funding of the Plan when it enacted Ordinance No. 04-124 (Trust Fund). Upon creation of the CRA, the BCC appointed itself as the CRA Board of Commissioners. On February 7, 2006, the BCC established a citizen’s Board of Commissioners for the CRA and delegated certain redevelopment powers to the Board. During Fiscal Year 2008-2009, seven citizens were appointed to the CRA Board (O-06-18).

The original Redevelopment Plan called for the development of a new car automotive retail marketing, sales, and distribution center, commonly referred to as the “Automall” as the primary redevelopment project. On December 7, 2005, the Developer, Potamkin Development I-95 LLC, decided to continue the negotiations.

On February 21, 2012, the CRA Board adopted a revised Redevelopment Plan which the BCC approved on September 6, 2012. Approval of the revised Redevelopment Plan extended the boundaries of the redevelopment area and broadened the redevelopment strategy for the area.

The NW 7th Avenue Community Redevelopment Area boundary is generally defined as the area bounded on the north by 119th Street, south by the municipal boundary of the City of Miami, east by I-95 and west by the properties bordering on NW 7th Avenue in unincorporated Miami-Dade County.

The expansion area is generally bounded on the north by the City of Miami Gardens, south by the municipal boundary of the City of North Miami, east by I-95 and west by the westernmost property lines of the parcels that abut the westerly right-of-way along NW 7th Avenue.

For the current fiscal year 2022-2023, the goals of the NW 7th Avenue CRA continue to be the re-positioning of the corridor as a major regional employment center; providing support for the growth and expansion of existing businesses in the CRA; supporting development of new business in the CRA; initiating several grant programs to assist Area businesses and residents with expanded equipment and construction grants; offering relocation grants to businesses desirous of moving into the CRA; redevelopment of the 7th Avenue corridor, through support of a mix of business, residential and commercial opportunities.



CRA Commissioners

The N. W. 7th Avenue CRA Board Members are: Daniella Pierre, Chair; Jeffy Mondesir, Vic-Chair; Gene Lomando; John L. Gay, Jr. ; Linnon Lathan; and Nadeige Theresias.

Revenues

The Agency's FY 2022-23 budget totals \$5,298,712. The primary revenue source consists of tax increment financing (TIF), which is generated through the incremental growth of ad valorem revenues beyond an established base year within the CRA Area. For FY 2022-23, revenues include Countywide (\$811,829) and Unincorporated Municipal Service Area (\$335,437) TIF payments totaling \$1,147,266. Additional revenues of \$20,000 are projected from interest earnings and \$4,131,446 has been carried over from prior fiscal years.

Expenditures

Proposed administrative expenditures in FY 2022-23 total \$249,647 and include direct support from County staff (\$166,438), travel and educational seminars (\$14,000), advertising, mailing services and notices (\$8,000), printing and publishing (\$5,000), staff office supplies (\$4,000), web-based software services (\$3,000) and clerk/meeting costs (\$2,000). Administrative costs represent 4 percent of total funds contemplated to be spent in this budget, excluding the 1.5 percent County Administrative Charge (\$17,209).

Proposed operating expenditures total \$5,298,712 and include the following programming and expenses:

- Development Opportunities/Land/Parcel Acquisitions (\$2,451,735)
The Board has budgeted funds to be able to acquire land or participate in development activities that may arise within the Redevelopment Area.
- Commercial Improvement Grant Program (\$500,000)
The Commercial Improvement Program (CIP) funds improvements such as façade, lighting, landscaping, correction of code violations, interior improvements, building improvements to include sewer connections. In conversations with the community, the CRA Board decided to mirror a similar program that Miami-Dade County uses for commercial type improvement activities.
- Relocation Grant Program (\$375,000)
The CRA is introducing a new grant program designed to specifically attract new businesses looking to relocate into the CRA Area.
- Business Innovation and Investment Grant Program (\$350,000)
The Business Innovation Investment Grant (BIIG) Program is designed to support growth and expansion of established businesses in the CRA, as well as encourage outside businesses to locate within the CRA boundaries by assisting with their capital investments. The grants under this program will be used to assist businesses invest in new equipment and technology. The program aims to create or retain jobs in the area and enhance the skill level of those jobs.
- Corridor Infrastructure Improvements - \$300,000
The CRA may invest in upgrades to streets, sidewalks, lighting, side streets, sewer lines and utility lines throughout the CRA area within the right-of-way areas approved by the County/FDOT. Additionally, the CRA may engage the services of a firm to provide a landscape Master Plan for the Area which will facilitate improvements.
- Community Policing/Solid Waste - \$250,000
The CRA may enter into a Memorandum of Understanding with the Miami-Dade Police Department, Northside Station to provide additional policing/enforcement services to complement the base service and the Department off Solid waste for periodic trash removals. Some of the areas of concern to the local residents and businesses are: illegal dumping, homelessness, prostitution and other illegal/licit activities. Line item may also be utilized to purchase license plate readers, security camera systems, daily roving patrols, and/or regular proactive enforcement sweeps.

- Landscaping/Streetscaping (\$206,330)
As part of its Streetscape initiative, adopted in 2018, the CRA may provide landscape, greenscape and streetscape improvements throughout the CRA area within the right of way. Additionally, the CRA may provide a Landscape Master Plan for the Area that will facilitate improvements on the corridor.
- Contractual Services, Business Outreach/Marketing Consultant (\$155,000)
The business outreach/marketing consulting services will fund activities/events which create the opportunity to market and promote the businesses located within the CRA and reach businesses both inside and outside the CRA.
- Contractual Services, Economic Development/Marketing Analyst (\$125,000)
To cover the administrative & programmatic support costs associated with an economic development/market analyst for the CRA and other approved expenses (sub-contractor, studies, retreat, etc.). The firm of record provides needed support for the Agency's economic and redevelopment mission as dictated by the Redevelopment Plan and other adopted action plans.
- Contractual Services, Grants Program Administrator (\$125,000)
To cover costs associated with a grants coordinator for the CRA. This company/entity will oversee the CRA's grant programs.
- Contractual Services, FON/Expansion and/or Program Assistant - \$100,000
The CRA may engage the services of a Program Assistant (to administer programs) and/or Finding of Necessity firm (for update of Redevelopment Plan/Area expansion studies). May also be used to conduct charrettes.
- Marketing & Promotion Services (\$75,000)
Marketing services promote the CRA to the surrounding community, business, residents and those located outside the CRA desirous of relocation. The CRA completed Phase 1 of the Streetscape Improvements portfolio with the purchase and installation of 150 FPL light pole banners in FY 2020. Phase 2, saw the launch of an alternate website and banner renewals in FY 2021. Additional marketing opportunities continue to be identified.
- Audits and Studies (\$30,000)
External audit to be conducted each fiscal year, per Florida Statute.
- Legal Services (\$30,000)
Legal services to the CRA are provided by the Miami-Dade County Attorney's Office.
- Memberships and State Fees (\$3,000)
All CRAs are required by the State of Florida to pay a Special District fee. Additionally, the CRA maintains membership in the Florida Redevelopment Association (FRA).
- Meeting Room Expenses (\$3,000)
To cover costs associated with the CRA monthly meetings.



**N.W. 7th Avenue Corridor
Community Redevelopment
Agency**

FY 2022-2023
Beginning October 1, 2022

	FY 2021-22 Proposed Budget	FY 2021-22 Actual Budget As of 12/6/22	FY 2022-23 Proposed Budget
REVENUES			
UMSA Tax Increment Revenue (TIR)	281,969	281,969	335,437
County-wide Tax Increment Revenue (TIR)	682,424	682,424	811,829
Carryover from Prior Year	3,842,978	3,836,677	4,131,446
Interest Earnings	6,000	20,042	20,000
Revenue Total	4,813,371	4,821,113	5,298,712
EXPENDITURES			
Administrative Expenditures:			
Employee Salary & Fringes	-	-	-
Contractual Services, Web-based Grants Program	-	-	3,000
Audits & Studies	30,000		30,000
CRA Support Staff - Office Supplies	-	-	4,000
Printing & Publishing	5,000	-	5,000
Clerk/Meeting Costs	500	-	2,000
Advertising, Mail Services & Notices	8,000	-	8,000
Travel (includes educational conferences/seminars)	5,000	-	14,000
Other Admin. Expenses (Direct County Support)	148,438	148,438	166,438
(A) Sub Total Administrative Expenses	196,938	148,438	232,438
County Administrative Fee/Charge at 1.5%	14,466	14,466	17,209
(B) Sub Total Admin. Expenses & County Charge	211,404	162,904	249,647
Operating Expenditures:			
Legal Services	25,000	25,000	30,000
Marketing & Promotion	75,000	-	75,000
Contractual Services, Grants Prog Administrator	90,000	91,667	125,000
Contractual Services, Econ Dev/Mrkt Analyst	100,000	-	125,000
Contractual Services, Marketing/Bussiness Outreach	200,000	187,498	155,000
Contractual Services, FON/Expansion Firm			100,000
Meeting Room Expenses	1,000	-	3,000
Memberships & State Fees	3,000	1,420	3,000
Relocation Grant Program	-	-	375,000
Business Investment & Improvement Grant (BIIG)	279,500	75,862	350,000
Commercial Improvement Grant Program (CIP)	835,000	145,316	500,000
Corridor Infrastructure Improvements	205,000	-	300,000
Landscaping/Streetscaping	200,000	-	206,330
Community Policing/Solid Waste			250,000
Land Acquisition/Acquisition/Development	2,588,467	-	2,451,735
(C) Sub Total Operating Expenses	4,601,967	526,763	5,049,065
(D) Reserve	-	-	-
Expenditure Total (B+C+D)	4,813,371	689,667	5,298,712
Cash Position (Rev-Exp)	-	4,131,446	(0)

RESOLUTION NO. CRA-02-2023

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RETROACTIVELY AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE'S ACTION IN EXECUTING AMENDMENT NO. 10 TO THE CONTRACT WITH NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. IN AN AMOUNT NOT TO EXCEED \$57,000.00, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN THAT ARE CONSISTENT WITH THIS RESOLUTION; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXERCISE AN ADDITIONAL SIX-MONTH PERIOD IF DEEMED NECESSARY, IN AN AMOUNT NOT TO EXCEED \$57,000.00, FOR A TOTAL AMOUNT OF \$114,000.00.

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. 7TH AVENUE 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 retroactively authorizes the Agency's Executive Director or Executive Director's designee's action in executing Amendment No. 10 to the contract with Neighbors and Neighbors Association, Inc. (NANA) to extend the Agreement for an additional six months in an amount not to exceed \$57,000.00, in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference. This Board further authorizes the Executive Director or Executive Director's designee to exercise all provisions contained therein.

This Board further authorizes the Executive Director or Executive Director’s designee to exercise an additional six-month extension to the agreement with NANA, if necessary, in an amount not to exceed \$57,000.00 to give the Executive Director or Executive Director’s designee sufficient time to prepare a competitive solicitation for a total amount of \$114,000.00.

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:

	Daniella Pierre, Chairwoman _____
	Jeffy Mondesir, Vice Chairman _____
John L. Gay, Jr. _____	Linnon Latham _____
Eugene Lomando _____	Nadeige Theresias-Joisil _____

The Chairperson thereupon declared the resolution duly passed and adopted this 26th day of April, 2023.

N.W. 7th AVENUE COMMUNITY REDEVELOPMENT AGENCY AND ITS BOARD OF COMMISSIONERS

By: _____
N.W. 7th Avenue CRA Secretary

Approved as to form and legal sufficiency. _____

Terrence A. Smith

Amendment No. 10

MEMORANDUM OF UNDERSTANDING BETWEEN THE NW 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AND NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.

This Amendment No. 10 (“Amendment”) is entered this 30th day of September, 2022, to amend the Memorandum of Understanding (“MOU”), dated March 18, 2013, between the N.W. 7th Avenue Corridor Community Redevelopment Agency (“CRA”), whose address is 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, and Neighbors and Neighbors Association, Inc. (“NANA”) whose business address is 5120 N.W. 24th Avenue, Miami, Florida 33142 for grants administration.

WHEREAS, the CRA adopted a Redevelopment Plan that encourages the creation of grant and loan programs to assist commercial and industrial property owners within the Redevelopment Area to enhance their properties; and

WHEREAS, the CRA has approved the implementation of the NW 7th Avenue Business Innovation and Improvement Grant Program, (“Business Grant Program”), which is designed to support the growth and expansion of businesses within the Redevelopment Area (the “Area”), and encourage businesses to relocate within the Area by providing capital investments to assist in their processes, products, and service delivery; and

WHEREAS, NANA has entered into that certain MOU, which has been amended by Amendments Nos. 1, 2, 3 and 4, to administer the CRA’s Commercial Rehabilitation Grant Program; and

WHEREAS, on March 14, 2019, the CRA and NANA entered into that certain Amendment No. 5 to the MOU, which among other things, extended the MOU for an additional one-year term and increased the amount to be paid to NANA to \$60,000.00; and

WHEREAS, on April 29, 2020, the CRA and NANA entered into Amendment No. 6 to the MOU, which extended the MOU for an additional one-year term; and

WHEREAS, on May 6, 2020, the CRA and entered into Amendment No. 7 to the MOU, which expanded the service offerings to include administration of an emergency grants program for the purpose of providing funding to small businesses in the Redevelopment Area which have been impacted by the emergency declarations issued by the Governor and the County Mayor, which ordered the closure of non-essential businesses due to the novel coronavirus disease 2019 (“COVID-19”) pandemic, and to ensure that the services provided to the CRA by NANA continue for an additional twelve months; and

WHEREAS, on April 27, 2021, the Board authorized the CRA’s Executive Director to negotiate Amendment No. 8 with NANA. On May 24, 2021, the CRA’s Executive Director negotiated Amendment Number 8 with NANA; and

WHEREAS, on March 10, 2022, Amendment No. 9 was executed; and

WHEREAS, the CRA wishes to extend the terms of the Agreement to prevent an interruption in services,

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

- I. The above recitals are incorporated herein and are approved.
- II. Article II is hereby amended to read as follows:

**ARTICLE II,
TERM OF AGREEMENT**

A. The term of this Agreement shall take effect September 30, 2022 and expire March 31, 2023, unless terminated by either party. Further, if an additional six-month extension is authorized by the Executive Director or designee, the expiration date will be September 30, 2023.

- III. Article IV, entitled “PAYMENT”, is hereby amended to read as follows:

**ARTICLE IV
PAYMENT**

- A. **Payment.** The CRA shall fund up to a maximum \$57,000.00 of the cost of the Work and Services performed under this MOU. The CRA shall pay NANA in good equal monthly installments. All invoices shall be approved by NANA prior to submittal to the CRA and in accordance with the scope of work/services as more fully described in Attachment A.
- B. NANA warrants that it has reviewed the CRA's requirements and has asked such questions and conducted such other inquiries as NANA deemed necessary in order to determine the price NANA 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 in the total amount of (\$57,000.00) (Contract Price). Notwithstanding the foregoing Contract Price, the parties acknowledge that the CRA will encumber \$57,000.00 of FY 2022-23 tax increment financing funds for this Contract, subject to the approval of the CRA and the Miami-Dade Board of County Commissioners' approval of the CRA's FY 2022-2023 budget. The CRA shall have no obligation to pay NANA 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 CRA and NANA.
- C. All Services undertaken by NANA before CRA's approval of this Contract shall be at NANA's risk and expense.
- D. With respect to travel costs and travel-related expenses, NANA 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 CRA shall not be liable for any such expenses that have not been approved in advance, in writing, by the CRA. Additionally, all collateral materials, reports, studies and other printed material will be reproduced and reimbursed by the CRA.
- E. Upon receipt and review of a proper invoice submitted by NANA, the CRA shall reimburse NANA in a timely manner as prescribed herein. In accordance with Sections 218.73, 218.74, and 218.76, Florida Statutes, upon receipt of a proper

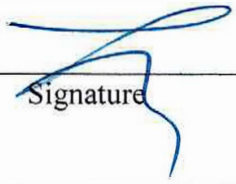
invoice, the CRA shall reimburse NANA within forty-five (45) calendar days. In accordance with Section 2-8.1.4 of the Code of Miami-Dade County, known as the Sherman S. Winn Prompt Payment Ordinance, and Miami-Dade County Administrative Order 3-19, Prompt Payment, upon receipt of a proper invoice, the CRA shall reimburse NANA within forty-five (45) calendar days; or within thirty (30) calendar days if NANA is a small business, a minority business, or a women business enterprise. Failure of the CRA to adhere to the Prompt Payment requirements described herein shall render the CRA subject to paying interest on the amount due to NANA. The NANA shall also pay its subcontractor(s) as authorized under this agreement in a timely manner as indicated in the corresponding subcontract.

- IV. The Scope of Work attached hereto as Attachment A and incorporated herein by reference shall replace Attachment A of the MOU in its entirety.
- V. The Amended Contractor Rate and Fee Schedule attached hereto as Attachment B and incorporated herein by reference shall replace Attachment B of the MOU in its entirety.
- VI. This Amendment and the Agreement shall be construed in accordance with, and is governed by the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action arising out of or in any way relating to this Amendment or the Agreement, or the parties' relationship, shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.
- VII. If any provisions of this Amendment or the application thereof to any person or situation shall, to any extent, be held invalid or unenforceable, the remainder of this Amendment, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.
- VIII. This Amendment and any exhibits attached to this Amendment and the Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those set forth in the Agreement, as modified by this Amendment.
- IX. Except as expressly modified in this Amendment, all of the terms, covenants and conditions of the Agreement and previous Amendment(s), shall remain in full force and effect and are ratified as confirmed; provided that in the event of a conflict between the terms, covenants and conditions of the Agreement and this Amendment and its Exhibit and Attachments, the terms of this Amendment shall govern.
- X. This Amendment shall constitute a part of the Agreement and references to the Agreement hereafter shall automatically include a reference to this Amendment.
- XI. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.
- XII. All provisions in the Agreement and any attachments thereto in conflict with this Amendment shall be and hereby are changed to conform with this Amendment

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

IN WITNESS WHEREOF the CRA and NANA have accepted, made and executed this MOU upon the terms and conditions above stated on the day and year first above written.

NEIGHBORS AND NEIGHBORS ASSOCIATION, INC., A Florida not-for-profit

By: 
Signature

Leroy Jones, Executive Director
Name/Title (typed)

Date: 9/30/2022

ATTEST:

By: 

Tayloria Hankerson, Office Assistant
Name/Title (typed)

(Corporate Seal)



N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, a body politic and corporate

By: 
Rasha Cameau, Executive Director

Date: 10/5/22


ATTEST:

By: 

Name: Chimene Y. Graham

Date: 10/5/22

Approved as to form and legal sufficiency:

By: 
Terrence A. Smith
Assistant County Attorney

ATTACHMENT A

**SCOPE OF WORK SERVICES – GRANTS PROGRAM
N.W. 7TH AVENUE COMMUNITY REDEVELOPMENT AGENCY (CRA)**

FY 2022-2023

1. Administer the CRA Commercial Improvement Program (CIP) and Business Innovation & Investment Grant (BIIG) programs;
2. Attend all CRA and CRA-related Board meetings.
3. Make reasonable efforts to market and publicize the availability of grants to businesses located in the Redevelopment Area;
4. Accept and review grant applications from businesses in the Redevelopment Area for eligibility;
5. Conduct Grant Orientations for all awarded grantees;
6. Provide assistance to applicants in completing their grant applications;
7. Rank grant applications in accordance with the criteria of the Procedures Manual or other developed source;
8. Present grant applications to the CRA for funding consideration, with the understanding that the CRA can approve, modify or reject NANA's funding recommendations;
9. After the CRA has authorized a grant, prepare the contract (Grant Agreement) which will be entered into between the CRA and the participating business ("Grantee) using the CRA-approved contract template;
10. Following the execution of a Grant Agreement, assist the Grantee in preparing payment requests and submitting proper and complete requests to the CRA for disbursement;
11. Monitor and report on the progress of any rehabilitation work being paid for with CRA grant funds;
12. As required by the Grant Agreements, all Grantee payment requests being submitted to the CRA must first be reviewed and approved by NANA. To be approved, payment requests must include all documentation required by the Grant Agreement and Program Manual, including copies of the relevant invoices. After giving its approval, NANA shall forward Grantee's payment requests to the CRA. Upon receipt of approved payment requests for the CIP and/or BIIG grant programs, payment will be made directly to the vendor on behalf of the applicant;
13. If needed, NANA shall act as the CRA's agent in disbursing funds for the grants program following the submission of an approved payment request. The CRA shall deposit such funds into an account designated by NANA and shall provide NANA with instructions on how it wants the funds disbursed; and
14. NANA shall submit monthly reports to the CRA which shall include project status, advertisements, outreach, businesses receiving applications, number of applications given, received and processed and type of business and any other relevant information.
15. Provide ancillary support for the CRA's annual Uptown Avenue 7 Arts & Culture Festival through coordination with the CRA's Economic Development Coordinator;
16. For additional services not specifically listed in the Scope, NANA will receive a request for services from the Agency and prepare a cost estimate to complete said task(s). Estimates for additional tasks, as requested by the Agency, will be completed using pre-approved hourly rates for professional staff.



Leroy Jones
Executive Director
Neighbors and Neighbors Association, Inc.

9/30/2022

Date

ATTACHMENT B

AMENDED CONTRACTOR RATE AND FEE SCHEDULE

A. Grant Coordination Services

The total cost to deliver the Scope of Work Services (Scope) is \$57,000.00 annually, payable in equal monthly installments of \$9,500.00 over the six (6) month period. If authorized by the Executive Director, cost to deliver the Scope is an additional \$57,000 annually, payable in equal monthly installments of \$9,500 over the second six (6) month period.

NANA will provide monthly progress reports and invoices detailing Team Member activities and progress towards accomplishment of contracted tasks.

B. Additional Services

To be determined and price/fees discussed.