

Memorandum



Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

Agenda Item No. 8(L)(4)

From: Daniella Levine Cava
Mayor

A handwritten signature in blue ink that reads "Daniella Levine Cava".

Resolution No. R-169-23

Subject: Resolution Approving Fiscal Year 2022-2023 Miami Rescue Plan Funds –
Economic Development Activities Grants for a Total of \$800,000.00

Executive Summary

This item is requesting that the Board of County Commissioners approve 14 grants for a total of \$800,000.00 from the Fiscal Year 2022-2023 Miami Rescue Plan Funds – Economic Development Activities.

Recommendation

It is recommended that the Board of County Commissioners (Board) approve the funding of 14 grants for a total of \$800,000.00 from the Fiscal Year 2022-2023 Miami Rescue Plan Funds – Economic Development Activities. In the attached resolution is a list of the grantees being recommended for funding. The grantees shall only use the funds for business-related activities such as the purchase of inventory and supplies, business equipment, publicity and marketing, security systems, liability insurance, capital improvements and renovations, purchase of work vehicles, commercial rent, and payroll and staff. In addition, it is recommended that the Board waive Resolution No. R-130-06, requiring that contracts with non-county parties prior to presentation to the Board for approval in order to expedite the allocation and payment of funding to support these small business organizations.

Scope

The impact of this agenda item is countywide.

Delegation of Authority

If adopted, this resolution delegates the authority to the County Mayor or the County Mayor's designee to execute the grant agreements and exercise all provisions, including cancellation provisions contained therein.

Fiscal Impact/Funding Source

Funding for the Small Business Development Grants Program comes from the Office of Innovation and Economic Development within the Department of Regulatory and Economic Resources, as adopted in the Fiscal Year 2022-2023 Miami Rescue Plan Funds- Economic Development Activities. Small Business Development Grants will be disbursed through the County's non-departmental fund and are funded from the countywide general fund.

Track Record/Monitor

Michaeljohn Green, Deputy Director of Economic Development, will be responsible for monitoring the grant agreements.

Background

The recipients selected for the Small Business Development Grants Program were chosen by the Office of Innovation and Economic Development. The Office picked 14 businesses that align with the Mayor's 4 (four) E's: Economy, Equity, Environment and Engagement. All the businesses are under \$5 million dollars in revenue and have less than 50 employees but more importantly all of these businesses have a positive impact on the communities they serve.

These businesses provide impactful services to communities in need like Metro Mommy Agency, LLC that provides Doula services providing guidance and support to a pregnant woman during labor with a focus on women of color and those in low- and moderate-income neighborhoods. Other businesses look to employ vulnerable people like Zaytouna Foods LLC that hires female Syrian refugees looking to start a new life in America. The grant recipients selected also represent the diversity that makes Miami-Dade County special with 60% awarded being female owned businesses and two (2) of the businesses are owned and run by individuals with disabilities. These businesses show that anyone from any background can create a successful business in Miami-Dade County and have an impact on their community.

Attachment



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Statement of social equity required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☒ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(4)
3-7-23

RESOLUTION NO. _____ R-169-23

RESOLUTION AUTHORIZING THE FUNDING OF 14 GRANTS FOR A TOTAL OF \$800,000.00 FROM THE MIAMI RESCUE PLAN FUNDS - ECONOMIC DEVELOPMENT ACTIVITIES; WAIVING RESOLUTION NO. R-130-06 REQUIRING THAT CONTRACTS BE EXECUTED BY ALL NON-COUNTY PARTIES PRIOR TO PRESENTATION TO THE BOARD OF COUNTY COMMISSIONERS FOR APPROVAL; AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE GRANT AGREEMENTS AND EXERCISE ALL PROVISIONS, INCLUDING THE CANCELLATION PROVISIONS, CONTAINED THEREIN

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 COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The foregoing recitals are approved and incorporated into this resolution.

Section 2. This Board approves the Grant Agreement, in substantially the form attached hereto as Exhibit 1 and authorizes the County Mayor or County Mayor's designee to execute the Grant Agreement with the proposed grantees identified in section 3 below and to exercise all provisions contained therein, including cancellation.

Section 3. This Board hereby waives the requirements of Resolution No. R-130-06, requiring all parties - other than the County - to execute agreements prior to presentation to this Board for approval and approves funding of 14 grants for a total of \$800,000.00 from the Fiscal Year 2022-2023 Miami Rescue Plan funds – Economic Development Activities as follows:

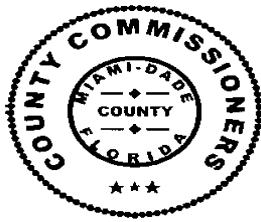
1. Alpha International Transport LLC - \$100,000.00
2. Zaytouna Foods LLC - \$100,000.00

3. Metro Mommy Agency, LLC - \$50,000.00
4. Lean Orb Co, - \$50,000.00
5. Tramoyero Films, LLC - \$50,000.00
6. Miami Urban Contemporary Experience, LLC - \$50,000.00
7. Haute' Education, Inc. - \$50,000.00
8. Pikitin Learning Projects Inc. - \$50,000.00
9. The Caribe Vegan LLC - \$50,000.00
10. One on One Behavioral Services, LLC - \$50,000.00
11. Compost for Life, LLC - \$50,000.00
12. BLAVK LLC - \$50,000.00
13. L&G Events/ Lollipops & Gumdrops, LLC - \$50,000.00
14. Venus Builders Inc. - \$50,000.00.

The foregoing resolution was offered by Commissioner **Anthony Rodriguez** ,
 who moved its adoption. The motion was seconded by Commissioner **Oliver G. Gilbert, III**
 and upon being put to a vote, the vote was as follows:

	Oliver G. Gilbert, III, Chairman	aye	
	Anthony Rodríguez, Vice Chairman	aye	
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.



MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

EXHIBIT 1

MIAMI-DADE COUNTY OFFICE OF INNOVATION AND ECONOMIC DEVELOPMENT GRANT AGREEMENT

Small Business Development Grants Program (Agreement must include complete W-9 Form attached)

Date

INFORMS Supplier ID#

Legal Name of Recipient Business/Grantee (including fictitious name/DBA if applicable)

Use of Funds: (What will the funding pay for?)

Date(s) and Amount(s) of All Prior Miami-Dade County Award(s):

Address (as listed on Grantee's corporate papers and Sunbiz.org) City/State Zip Code
Amount Requested \$_____

*Amount Awarded \$ _____ * Grant Period: County Fiscal Year _____
(Items with * are to be completed by Miami-Dade County (hereinafter "County"))

Recipient Business/Grantee Organization Information:

Contact Person(s): e-mail address (if available)

Title of Contact Person(s): Telephone Number(s):

Fax Number: Date of Incorporation/Formation/Organization:

By the acceptance of this Small Business Development Grants Program award, the Recipient Business/Grantee agrees to purchase the equipment/supplies/services described on this allocation agreement form and to provide the County with proof of purchase. All purchases and service agreements and payments thereunder shall be with and to third parties, unrelated and unaffiliated with the Recipient Business/Grantee or its owners/managers/members, and proof of purchase shall be in a form reasonably sufficient to the County, including cancelled checks, if applicable and shall be provided by Recipient Business/Grantee within the grant period. The Recipient Business/Grantee attests to reading the "Conditions and Terms" on the back of this Agreement and agrees to comply with same.

Recipient Business/Grantee:

By: _____

Name: _____

Title: _____

Signed in the presence of:

Witness: _____

Witness: _____

Print Name: _____

Print Name: _____

STATE OF _____

COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day _____ of, 20____, before me, _____ an officer duly authorized to administer oaths and take acknowledgments, appeared [] in person or [] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the _____ of _____, an existing Corporation under the laws of the State of _____, and whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto.

WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the ____ day of _____, 20__.

_____ (SEAL)

Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____

My Commission expires: _____

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:
LUIS G. MONTALDO,
CLERK AD INTERIM

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Name:
Title:

Approved by County Attorney as
to form and legal sufficiency.

By: _____

Terms and Conditions

This Grant Agreement is binding upon the Recipient Business/Grantee (hereinafter collectively referred to as "Grantee") and, once executed by the County, upon the County. This document has no intended third-party beneficiaries or unintended third-party beneficiaries.

1. **Grant Period:** All purchases made with County funds shall be completed by the grant expiration date (December 31, 2023). The Grantee shall forfeit any grant funds which have not been expended and/or requested in a form acceptable to OMB (original invoice/receipt and proof of purchase), at OMB's sole discretion, before or on the grant's expiration date. The Grantee must ensure all documentation necessary and requested by OMB to show proper expenditures is submitted to OMB within 30 days of expenditure of the grant funds.
2. **Payment Procedures:** The County agrees to pay the Grantee for the purpose and services described in this Agreement. **The Grantee shall keep on file all invoices and payment documentation associated with this Agreement for a period of no less than three (3) years from the date Grantee received final award amount pursuant to this Agreement.**
3. **Use of this Small Business Development Grants:** The Grantee shall only use the funds for business related activities such as:
 - Purchase of Inventory and Supplies (excludes alcoholic beverages, cigarettes, tobacco, etc. as defined and approved by OMB)
 - Business Equipment
 - Publicity, Marketing, and Advertising (signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media, packages, promotions, and/or stationery)
 - Commercial Security Systems
 - Commercial Liability Insurance
 - Minor Interior/Exterior Renovations (as defined and approved by OMB)
 - Minor Code Corrections (as defined and approved by OMB)
 - Purchase of work vehicle (cargo van or pick-up truck only)
 - Professional Services
 - Commercial Rent
 - Payroll/Salaries and Staff Training
 - Uses in accordance with the Awardee's Business Plan and Legitimate Business Expenses
4. **Prohibited Use of Funds:** The Grantee shall not utilize County funds for religious purposes or to retain legal counsel for any action or proceeding against the County or any other of its agents, instrumentalities, employees, or officials. The Grantee shall not utilize County funds for any purpose other than as approved by the County in the County's sole discretion.
5. **Records, Reports, and Audits:**
 - A. **Supporting Documentation.** The Grantee shall submit proof of active corporate status by providing, as part of this Agreement, a completed W-9 form and certificate of Corporate Status from the State of Florida Division of Corporations.
 - B. **Office of Miami-Dade Inspector General.** Miami-Dade County has established the Office of Inspector General (OIG), which is empowered to perform random audits on all County contracts throughout the duration of each agreement. The Grantee shall make available to the OIG all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held by sub-consultants. Grant recipients

are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.

- C. Independent Private Sector Inspector General Review. Pursuant to Miami-Dade County Administrative Order 3-20, the Grantee is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so and at the County's expense. The Grantee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and copying, including documents held by sub-consultants assignees. The County may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the County by the Grantee or by any third party.
- D. Bi-annual reporting. The Grantee shall complete two business surveys within the first 12 months of receiving the award in order to report on the business success metrics with the **Small Business Development Grants** Partner organization Start-UP FIU Local.

- 6. Transfer of Ownership: Any grant hereunder is awarded on the condition that the Grantee maintains ownership of and continues to operate for a period of eighteen (18) months from the date Grantee signs this Agreement. If the Grantee transfers ownership of the Recipient Business or discontinues business operations before the expiration of the eighteen-month (18) period, the total amount awarded and disbursed to the Grantee under this Agreement may be due and payable to the Miami-Dade County Board of County Commissioners at the sole discretion of the County.

Pursuant to Board of County Commission directive of June 7, 2016, and the County budget ordinance 21-93, notwithstanding any other provision of the County Code, resolution or administrative order to the contrary, entities allocated **Small Business Development Grants** Program funds are not required to complete affidavits of compliance with the various policies or requirements applicable to entities contracting or transacting business with the County.

- 7. Breach: A breach by Grantee shall have occurred if: the Grantee fails to fulfill in a timely and/or proper manner any and all of its obligations, covenants, agreement and stipulations in this document, including, but not limited to, the misuse of grant funds or attempting to meet obligations under this Agreement through fraud, misrepresentation, or material misstatement. If the Grantee breaches, the County may pursue any or all of its legal remedies. The County Mayor or Mayor's designee is authorized to suspend, terminate and/or seek repayment of grant funds on behalf of the County.
- 8. Indemnification: The Grantee shall indemnify and hold harmless Miami-Dade 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 this Agreement and/or in connection to Grantee or its employees, agents, servants, partners, principals, or subcontractors. The Grantee 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 Grantee expressly understands and agrees that any insurance protection 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 County or its officers, employees, agents, and instrumentalities as herein provided.

9. **Compliance with Laws and Civil Rights:** Grantee shall be and is bound to comply with all applicable federal, state and local laws, regulations ordinances, resolutions and Miami-Dade County requirements pertaining to this Agreement, including but not limited to maintaining all required business and commercial licenses and insurance, conducting background checks, and complying with Section 119.0701 of the Florida Statutes as may be applicable. The Grantee agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in various areas, including employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, as amended which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 § U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq; and the Domestic Violence Leave Ordinance, codified as § 11A-60 et. seq. of the County Code.