	NW 7 th Avenue Corridor - Community Redevelopment Agency <u>Virtual Meeting Agenda</u> October 28, 2020 2PM
Ι.	Call to Order
II.	Roll Call and Introductions
111.	Reasonable Opportunity for the Public to be Heard— Rule 6.06 (2 minutes per speaker) *E-mails and voicemail messages to be read into the record, per the CAO Opinion
IV.	Approval of Agenda
V.	Approval of Minutes
	A. September 28, 2020 – Virtual Meeting
VI.	Discussion Items
	A. Grants Re-openingB. Community Benefits Agreement
VII.	Adjournment
	www.miamidade.gov/redevelopment/nw-7th-avenue-corridor.asp



7TH AVENUE CORRIDOR REDEVELOPMENT AGENCY EMERGENCY VIRTUAL MEETING

OFFICIAL MINUTES – MONDAY, SEPTEMBER 28, 2020

 Call to Order — CRA Board Chairwoman Bryant called the meeting to order at 2:00 p.m. The CRA Executive Director, Jorge Fernandez, indicated that the Board meeting was being held virtually (Webinar ID: 936 4701 2284) utilizing approved communications media technology made permissible pursuant to multiple State of Florida Executive Orders and a Miami-Dade County Emergency Order, in response to COVID-19 pandemic.

Further, Board Members were versed on how the meeting would be conducted primarily through staff and members of the public were advised as to how they can access and/or participate in the virtual meeting format, via voicemail, e-mail, and/or live listen-in only mode.

II. Roll Call/Introductions/New Member Welcome

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

Others Present:

Jorge Fernandez and Chimene Y. Graham, Office of Management and Budget (OMB) Terrence Smith, County Attorney's Office (CAO) Kevin Greiner, Economic Development Coordinator Leroy Jones and Alice Townsend, Neighbors And Neighbors Association, Inc.

- III. **Public Comment/Reasonable Opportunity to be Heard** There were no e-mails nor voicemails received for this virtual meeting.
- IV. **Approval of Agenda** Yvonne White Edwards moved approval of the Agenda, with a second from Charesse Chester. Motion passed.
- V. A. **Approval of June 26, 2020 Minutes** Moved by Mack Samuel with a second from Charesse Chester. Motion passed.

B. **Approval of July 20, 2020 EDC Workshop Minutes** — Moved by Mack Samuel with a second from Yvonne White Edwards. Motion passed.

VI. Discussion Item

A. Emergency Grant Program Progress —Sine the launch of the emergency grants program in June 2020, only six of the potential 85 grants have been awardee. The Grants Administrator, NANA, attributes the low number to, among other things, the requirement of an automatic disqualification if a business has received PPP funding. Staff explained that this requirement was proffered by Commissioner Monestime and that we would have to speak with his office to see if the Commissioner was amendable to relaxing this requirement.

Another deterrent mentioned was verification of current lease/rental status. After discussion, the Board suggested that alternate evidence (i.e., occupational licenses, cancelled checks, utility bill, etc.) be used to verify business location and status. Mack Samuel moved approval with a Second from Charesse Chester. Motion approved.

VII. Action Item

- B. Resolution Approving the Fiscal Year 2020-2021 NW 7th Avenue Community Redevelopment Agency Budget in the Amount of \$3,625,756 Moved by Mack Samuel, with a Second from Yvonne White Edwards. Motion passed.
- C. Resolution Approving Option-to-Renew Number Two with UrbanCentric Analytics LLC for Economic Development Coordination Services in the Amount of \$74,160 Moved by Yvonne White Edwards, with a Second from Mack Samuel. Motion passed.
- D. Resolution Retroactively Approving Option-to-Renew Number Two with the Miami Urban Contemporary Experience's (MUCE) for Marketing and Business Outreach Services in the Amount of \$80,000 Moved by Mack Samuel, with a Second from Yvonne White Edwards. Motion passed.

VIII. Economic Development Coordinator Updates

Kevin provided quick updates on the item discussed at the July 20th Workshop. Discussion concerning the next round of grants was held and the Chairwoman asked staff to provide overview information on both programs, so that the newer Members would be familiar with the grants and a final decision could be made at the October meeting.

IX. Adjournment — 3:38 p.m.

From: Graham, Chimene (OMB)
Sent: Wednesday, October 7, 2020 3:27 PM
To: Graham, Chimene (OMB) <Chimene.Graham@miamidade.gov>
Cc: Fernandez, Jorge (OMB) <jjorge@miamidade.gov>; Kevin Greiner <ktgreiner@urbancentric.com>; leroy@nanafl.org;
Alice Townsend <atownsend@nanafl.org>
Subject: NW 7th Avenue CRA: Regular Grant Program Overviews

Good Afternoon,

As follow-up to the Chairwoman's request at last week's meeting, please see attached program manuals for the CRA's regular grant programs: the Commercial Improvement Grant (large) and the Business Innovation & Investment Grant (small).

As shown below, since inception of the grant programs, the Agency has awarded a total of 45 grants for \$1,582,242 to small businesses within the CRA Area:

Fiscal Year	BIIG Awards	Funding	CIP Awards	Funding	
FY 2014 – 2015	7	\$66,508	6	\$254,300	\$320,808
FY 2015 – 2016	8	\$80,000	6	\$599,600	\$679,600
FY 2016 – 2017	6	\$53,834	4	\$265,000	\$318,834
FY 2019 – 2020	5	\$48,000	3	\$215,000	\$263,000
	26	\$248,342	19	\$1,333,900	\$1,582,242

Please note that the large grant maximum award amount was originally set at \$200,000 per grantee. However, in fiscal year 2018-2019, the CRA opted to reduce that amount to \$50,000 (with some leeway for exceptional cases) so that more businesses could receive funding. The BIIG grant maximum award has remained at \$10,000 per grantee. Per NANA and Kevin, prior to the COVID-19 pandemic, almost all of the businesses which have received funding from the CRA were still in the Corridor and operational.

In summary, the Board has done an excellent job of awarding grants and, as a result, businesses are excited about making needed improvements or upgrading their technology to better compete. As confirmed by Kevin and Leroy at the September meeting, several small businesses have inquired about the release of grants over the last year. For the new fiscal year, 2020 – 2021, a total of \$400,000 has been approved for both grant programs; for a potential award of 15 BIIG grants and five CIP grants. At the next meeting, if the grants are opened, NANA will promote and advertise the grants for a month (November 2020). Staff will then assemble a Selection Committee (December 2020) and provide funding recommendations to the January 2021 Board meeting.

Please let me know if you have any questions.

Thanks

Chimène Y. Graham, Senior Business Analyst Office of Management & Budget Stephen P. Clark Government Center, Suite 2200 111 N.W. First Street Miami, FL 33128

Phone: (305) 375-5368 Email: <u>cgraham@miamidade.gov</u> Web: <u>miamidade.gov/managementandbudget</u>

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N.W. 7th AVENUE COMMUNITY REDEVELOPMENT AGENCY



Community Redevelopment Agency

BUSINESS INNOVATION & INVESTMENT GRANT PROGRAM MANUAL

October 2020

N.W. 7TH AVENUE COMMUNITY REDEVELOPMENT AGENCY

BUSINESS INNOVATION & INVESTMENT GRANT PROGRAM

I. N.W. 7TH AVENUE COMMUNITY REDEVELOPMENT AGENCY BACKGROUND

The Miami-Dade County Board of County Commissioners created the N.W. 7th Avenue Corridor Community Redevelopment Agency ("Agency, "CRA") in 2004, pursuant to Florida State Law. The boundaries of the Agency include both sides of N.W. 7th Avenue from N.W. 79th Street to N.W. 119th Street, and both sides of N.W. 7th Avenue from N.W. 135th Street to the Golden Glades Interchange (Redevelopment Area).

N.W. 7th Avenue, given its strategic location, economic dynamics, access, assets, and motivated business community, is ideally situated to support major business development, new business creation, and emerge as one of the County's most important job growth corridors. The Agency is leading the redevelopment of N.W. 7th Avenue. Its mission is to:

- Reposition 7th Avenue as a Major Regional Employment Center;
- Support the Growth And Expansion of Existing Business Located Within the Redevelopment Area;
- Support Development of New Business In The Redevelopment Area;
- Support New Job Creation, Training, and Employment Opportunities For Residents of Northwest Miami-Dade, and;
- Support the Aspirations of the Residents Living in the Redevelopment Area; to Improve Home Values, Safety, and the Neighborhood.

A complete listing of incentives and programs available to businesses within the Agency can be found at the Agency's website: <u>https://www8.miamidade.gov/global/government/boards/northwest-7th-avenue-cra.page</u>.

II. BUSINESS INNOVATION AND INVESTMENT GRANT PROGRAM

The Agency's **Business Innovation and Investment Grants (BIIG)** are designed to support the growth and expansion of businesses within the Redevelopment Area, and encourage businesses to locate within the Redevelopment Area by assisting capital investments in their processes, products, and service delivery.

A. Grant Objectives

The specific purposes of the BIIG program are to assist businesses in the Redevelopment Area to improve and/or invest in new equipment and technology in order to:

- Retain existing jobs;
- Enhance the skill level of existing jobs;
- Create new jobs;
- Expand sales revenue, improve competitiveness or enter new markets, and;
- Improve operations, increase efficiency, and reduce costs and energy consumption.

B. Funding and Grant Limits

The BIIG Program is funded out of the Agency's annual budget. The maximum amount granted to any recipient is \$10,000.

Further, if a business has been awarded a Commercial Improvement Program (CIP) grant for \$50,000 or more, the business shall not be eligible to apply for any other grant program funded by the Agency for a minimum period of three (3) years. This would include the BIIG program.

C. CRA Grants Administrator/Grants Program Contacts

Leroy Jones Director Neighbors and Neighbors Association, Inc. (NANA) 5120 NW 24th Avenue, Miami, FL 33142 Phone: (305) 756-0605 - Fax: (305) 756-6008

III. ELIGIBLE USES OF INNOVATION INVESTMENT GRANT FUNDS

Program grant funds may only be used to purchase new equipment or technology, or improve or upgrade existing equipment or technology to be used directly in the business at the applicant's address within the Redevelopment Area.

Equipment or technology that may be purchased or improved using program grant funds include, but are not limited to:

BIIG EQUIPMENT/TECHNOLOGY EXAMPLES				
 Process Manufacturing equipment and tools 	 Computers and computer software 	 Vehicles used for business purposes, including pick-up trucks, cargo vans, light and heavy trucks, and passenger vans, if the business provides regular passenger services, but not for automobiles. 		
 Specialized furniture used directly for the making of products and/or delivery of services to customers (e.g. welding tables, barber chairs, COVID-19 related expenses, etc.) 	 Equipment used to test and/or demonstrate the business products or process (e.g. video monitors to display video produced by the business, or computers and smartphones to test software development). 	 COVID-19 related equipment, i.e., Personal Protective Equipment (PPE); signage; stickers. Note: cannot be used to purchase PPE-related items for resale 		

Notwithstanding the limitations on the use of program grant funds, the Agency, in its sole discretion and on a case-by-case basis, may authorize a recipient of the use of program grant funds to use such funds towards lease payments to rent real estate. In limited circumstances, the Agency may consider awarding grant funds to off-set lease costs where: a) the applicant business has demonstrated a compelling need to off-set property lease costs; b) the grant funds are being used to lease space which is currently or immediately will be used for the applicant's business purposes (not a speculative lease or option payment on property); c) the property to be leased is located with the Redevelopment Area; and d) the Agency's Board of Commissioners approves the use of grant funds for property lease payments by a 75% super majority vote of the Board's membership.

Grant funds may be used to directly purchase eligible equipment and technology or may be used as credit enhancement to leverage the applicant's acquisition of a loan to make its eligible business improvement. Credit enhancement uses for grant funds include, but are not limited to: 1) Additional equity for loan application; 2) Matching funds for other grant or loan programs, and/or 3) Interest rate write-down.

IV. INELIGIBLE USES OF GRANT FUNDS

Program grant funds shall not be used for day-to-day operating expenses, including, but not limited to the following:

- Under no circumstances can grant funds be used to pay any costs associated with debt;
- Mortgage payments for real estate;
- Real estate rental deposits (funds may be applied to lease payments as more fully described above) or
- rent payments;
- Purchasing inventory for resale;
- Consultant fees or expenses for services (cleaning, etc.);
- Late payment fees;
- Purchase of alcohol, tobacco or medicine;
- Salaries;
- Any illegal activity;
- Utility Bills, and/or;
- Physical improvements to the building or exterior of the business property, unless required to install equipment purchased under the grant program. Please see the Agency's Commercial Improvement Program Application for assistance with property improvements.

Religious institutions, national chains, residences, adult entertainment businesses, tattoo shops, smoke shops, marijuana distilleries, bars and liquor stores are not eligible for CRA grant funding.

If the items approved by the CRA for funding are unavailable and/or the grantee needs to substitute items, the grantee must confer with the Grants Administrator (Neighbors and Neighbors Association, Inc., "NANA") to determine if those items will fall within the approved grant program guidelines. If so, NANA shall inform staff in writing and seek prior approval.

If a request for a grant extension is needed, NANA must make the request in writing ninety (90) days prior to its expiration. Staff may grant an extension of up to 180 days. If an extension for longer than 180 days is needed, staff will forward the request to the CRA Board.

V. BUSINESS INNOVATION AND INVESTMENT GRANT AWARDS

A. Application Review

Each application will be evaluated by the Agency for: 1) completeness, 2) conformance with the objectives of the Enhancement and Innovation Grant program, and 3) the economic impact of the use of the funds proposed by the applicant. *The Agency reserves the right at its sole and absolute discretion, reject any and all grant applications, postpone or cancel the Enhancement and Innovation Grant program, or waive any irregularities in applications submitted for program grant funding. The Agency reserves the right to request and evaluate additional information from any applicant after the submission deadline, as the Agency deems necessary.*

*Refer to the CIP Application for the preferred targeted field/industries, which will receive bonus points.

B. Application Review Standards

The Agency reserves flexibility in its evaluation of grant applications. However, the two most important criteria used in the evaluation and award of grant funds are:

- 1. Preference will be given to applicant businesses that make a clear case that the use of grant funds swill meet as many of the program objectives stated in Section III above.
- 2. Although not a mandatory requirement, the Agency encourages applicants to use the program grant funds to leverage and increase the total amount of funds to be invested. Applicants are strongly urged to use the grant funding to leverage either investor dollars, additional grant dollars from other sources, or debt to increase the size, value, and impact of the total investment proposed using BIIG Funds.
- 3. Potential grantees may be required to also participate in some activities sponsored by the CRA's annual Uptown Avenue 7 Arts & Culture Festival (Street Fair). Finally, successful applicants will be required to participate as a vendor in the CRA's annual Street Fair.

Applicants are urged to contact their business banker to discuss how the grant funds can be used to leverage a more significant investment in their business.

C. Grant Award Procedures

Grant program funds will be awarded in one of two ways to support the applicant's business expansion:

- 1. If the applicant is using grant funds to purchase equipment without any loans or debt, the Agency will pay the vendor from whom the applicant is purchasing equipment, software, technology, etc. directly, on behalf of the applicant, or;
- If grant funds are used for credit enhancement and/or leverage to secure debt to make the purchase described in the applicant's application, the Agency will deliver grant funds to the lender at the closing of the proposed loan.

D. Grant Details

- 1. As a condition for funding, successful applicants will be required to provide verbal quarterly updates to the CRA Board through the Grants Administrator.
- The term of the BIIG Agreement will be 24 months, commencing on the date of execution by the CRA Chair. If additional time is required due to verifiable extenuating circumstances outside the control of the grantee, an extension may be granted for a period of up to 12 months. The CRA reserves the right to exercise independent discretion to grant or deny any request.
- 3. If any delays are encountered which affect the ability of the grantee to expend CRA funds, the grantee must apprise NANA prior to the grant's expiration. If a request for a grant extension is needed, the request must be made by NANA

ninety (90) days prior to its expiration. If an extension for longer than 180 days is needed, staff will forward the request and sufficient justification to the CRA Board.

4. If the approved scope requires revision, the grantee must confer with NANA to determine if the new scope will fall within the approved grant program guidelines. If so, NANA shall inform staff and the Board in writing and seek prior approval.

VI. APPLICANT QUALIFICATION AND SUBMISSION REQUIREMENTS

In order to qualify for program grant funding all Applicants must meet the following requirements. Failure to meet any one of the requirements listed below will automatically disqualify applicant from the program. The mandatory program requirements are:

- 1. Preference will be given to applicants within the CRA's preferred targeted fields and/or industries. See applications for details.
- 2. Applicant business must have been in business for a minimum of one (1) year and cannot be religious institutions, national chains, residences, adult entertainment businesses, tattoo shops, smoke shops, marijuana distilleries, bars and/or liquor stores.
- 3. Applicant business must have a physical address within the Redevelopment Area. No P.O. Boxes or virtual addresses will be allowed. Applicant may be located outside of the Agency at the time of application, but MUST be operating at a location within the Agency at the time of the award of funds.
- 4. Applicant must submit a complete N.W. 7th Avenue Agency Business Innovation and Investment Grant Application, signed by the Chief Executive Officer, Managing Principal, or majority owner of the applicant company.
- Applications must be submitted during one of the annual application submission periods. See the N.W. 7th Avenue Agency website (<u>https://www8.miamidade.gov/global/government/boards/northwest-7th-avenue-cra.page</u>), or contact the CRA Grants Administrator, for the next submission period.
- 6. Completed BIIG Applications must be submitted to NANA by the published deadline date. Late applications will not be accepted or considered.
- 7. The equipment, products, goods, or services purchased using grant program funds MUST be used directly in the applicant's business. Items purchased using grant funds may not be used for personal purposes.
- 8. The equipment, products, goods, or services funded by grant program funds MUST be used or operated at the applicant's business location within the Agency, as specified in the application. Equipment, goods, or services purchased by applicant MAY NOT be moved outside of the Redevelopment Area, or re-sold, for a period of three (3) years from the date of award of program grant funds. If purchased items are moved or sold prior to the end of the three-year use period, the applicant must repay the Agency any and all grant funds.
- 9. In the event the Agency authorizes the awarded applicant business to use program grant funds towards lease payments as set forth in Section 2 above, each of the requirements set forth in this Section 4 shall apply to the award of the program grants funds for the purposes stated herein,
- 10. Applicants awarded a grant, are not eligible for new or additional program funds for a period of three (3) years from the date of the initial award.
- 11. Applicant must not have any **delinquent loans/outstanding debt** with Miami-Dade County or a Miami-Dade County-funded agency.
- 12. The term of the BIIG Agreement will be 24 months, commencing on the date of execution by the CRA Chair. If additional time is required due to verifiable extenuating circumstances outside the control of the awarded applicant, the applicant must request a written extension three months prior to expiration of grant. The CRA reserves the right to exercise independent discretion to grant or deny any request. An extension may be granted for a period of 12 months.

VII. PAYMENT PROCESS

In order to receive payment for goods purchased under the Business Innovation and Improvement Grant (BIIG), the Grantee and/or Vendor must provide the following:

- 1. An invoice from vendor with an outline of the specific good/service(s) to be provided (Vendor's name must be spelled out completely and name must match on all submitted forms for payment to be approved);
- 2. A completed and signed W-9 Form with vendor's FEIN Number*;
- Proof that the vendor is registered and ACTIVE with the state in which they are incorporated (i.e. <u>http://dos.myflorida.com/sunbiz/</u> for businesses in the State of Florida);

Note: If the vendor has a fictitious name, it must also be registered and active with the state, and listed on W-9, and invoice.

- 4. A copy of the vendor's current Miami-Dade County Business Tax Receipt (BTR); and Note: If vendor is not located in Miami-Dade County, a BTR is not required.
- 5. A complete and signed "Authorization to Release Funds" Form.

VIII. DISCLAIMERS

- A. The NW 7th Avenue CRA reserves the right at its sole and absolute discretion, to reject any and all grant applications, postpone or cancel the Grant program, or waive any irregularities in applications submitted for program grant funding.
- B. The CRA reserves the right to request and evaluate additional information from any applicant after the submission deadline as the CRA deems necessary.
- C. Areas not covered in detail in this policy which arise during the application or implementation of this program will be handled as the situation may dictate so as not to impede orderly progress. If an issue has the potential for reoccurrence, it shall be resolved, and then included as an addendum to this policy. The CRA Board shall have the final determination related to interpretations of this policy.
- D. The CRA reserves the right to rescind/withdraw any award if it suspects any irregularities or improprieties on the part of an applicant or grantee (if awarded).
- E. In addition, successful applicants may be required to provide documentation of attendance in at least one small business program operated by any appropriate not-for-profit, private or public company; Miami-Dade County or any university/college, prior to receiving the last disbursement. If deemed necessary, the CRA staff reserves the right to withhold funding, pending attendance of said program. Potential grantees may be required to also participate in some activities sponsored by the CRA's annual Uptown Avenue 7 Arts & Culture Festival (Street Fair). Successful applicants will be required to participate as a vendor in the CRA's annual Street Fair.

Resources for Small Businesses

- Regulatory & Economic Resources Department, Small Business Development Resources
 <u>https://www.miamidade.gov/business/business-development-resources.asp</u>
- Internal Services Department, Small Business Development
 <u>http://www.miamidade.gov/smallbusiness/home.asp</u>
- U.S. Small Business Administration Resource Guide https://www.sba.gov/business-guide/
- Florida Small Business Development Center http://floridasbdc.org/

Local Business Assistance Offices

Miami Bayside Foundation <u>http://www.miamibaysidefoundation.org</u> 25 SE Avenue, Suite 240 Miami, FL 33131 Phone (786) 703-5767

Florida Atlantic University – SBDC <u>http://www.fausbdc.com/</u> 8500 SW 8th Street, Suite 224 Miami, FL 33144 Phone (786) 388-9040 SBA South Florida District Office https://www.sba.gov/offices/district/fl/miami 100 S. Biscayne Boulevard, 7th floor Miami, FL 33131 Phone (305) 536-5521

Dade SCORE

https://miamidade.score.org/ 100 Biscayne Boulevard, 7th Floor Miami, FL 33131-2011 Phone (786) 425-9119

Minority Business Development Agency Business Center – Miami https://www.mbda.gov/businesscenters/miami

> 9499 NE 2nd Avenue, Suite 204 Miami, FL 33138 Phone (305) 751-2907





NW 7th Avenue CRA Employment Stimulus Zone



(Business Evaluation Form Question 3)

Unincorporated Miami-Dade County Between NW 62nd St, NW 37th Ave, NE 167th St, and NE 10th Ave



NW 7th Avenue Corridor Community Redevelopment Agency Stephen P. Clark Center • 111 N.W. 1st Street • Suite 2200 • Miami, FL 33128 Tel (305) 375-5143 • Fax (305) 375-5168 https://www8.miamidade.gov/global/government/boards/northwest-7th-avenue-cra.page

N.W. 7th AVENUE COMMUNITY REDEVELOPMENT AGENCY



COMMERCIAL IMPROVEMENT GRANT PROGRAM MANUAL

October 2020

N.W. 7TH AVENUE COMMUNITY REDEVELOPMENT AGENCY

COMMERCIAL IMPROVEMENT GRANT PROGRAM

I. N.W. 7TH AVENUE COMMUNITY REDEVELOPMENT AGENCY BACKGROUND

The Miami-Dade County Board of County Commissioners created the N.W. 7th Avenue Corridor Community Redevelopment Agency ("Agency, "CRA") in 2004, pursuant to Florida State Law. The CRA boundaries include both sides of NW 7th Avenue from NW 79th Street to NW 119th Street, and both sides of NW 7th Avenue from NW 135th Street to the Golden Glades Interchange (Redevelopment Area).

NW 7th Avenue, given its strategic location, economic dynamics, access, assets, and motivated business community, is ideally situated to support major business development, new business creation, and emerge as one of the County's most important job growth corridors. The CRA is leading the redevelopment of NW 7th Avenue. Its mission is to:

- Reposition 7th Avenue as a major regional employment center;
- support the growth and expansion of existing business located within the Redevelopment Area;
- support development of new business In the Redevelopment Area;
- support new job creation, training, and employment opportunities for residents of Northwest Miami-Dade, and;
- support the aspirations of the residents living in the Redevelopment Area; to improve home values, safety, and the neighborhood.

A complete listing of incentives and programs available to businesses within the CRA can be found at the following website: <u>https://www8.miamidade.gov/global/government/boards/northwest-7th-avenue-cra.page</u>.

II. COMMERCIAL IMPROVEMENT GRANT PROGRAM

The CRA's **Commercial Improvement Program Grants** are designed to support the growth and expansion of businesses within the Redevelopment Area and encourage businesses to locate within the Redevelopment Area by assisting businesses with much needed funding to support construction projects.

These policy and procedures are established to outline program guidelines to be used for providing assistance to rehabilitate or construct privately-owned commercial/industrial buildings occupied (cannot be an empty building) by licensed businesses which qualify for the CRA's Commercial Improvement Grant Program ("CIP" or "Grant Program"). At the time of application, a business must have been in operation a minimum of 2 continuous years. Funds can only be used for improvements to the building and/or property, correction of code violations, and/or removal of architectural barriers to give access to disabled persons.

- A. Participation by private building owners and business operators in the program is voluntary and by application only.
- B. The goals of the Program are to stimulate employment, grow business, and grow investment within the CRA. Preference for CIP funding will be given to applicants who can demonstrate that CIP funding will:
 - 1) Retain existing positions and enhance the skill level and pay of existing positions:
 - 2) Create new job, in particular, high-skill, higher paying positions with incomes at or above the Area Median Income for Miami-Dade County;
 - 3) Help the applicant expand sales revenue, improve competitiveness or enter new markets, and/or;
 - 4) Be used to leverage other funds to expand or increase the overall size of the project proposed by the applicant.

*Refer to the CIP Application for the preferred targeted field/industries which will receive bonus points during the application review process.

C. The CIP Grant Program provides grant funding up to \$50,000, and requires a 25 percent match from the grantee. Grantees receiving maximum award of \$50,000 are also required to execute a Community Benefits Agreement with the CRA (See Section VII).

The CRA may agree to increase CIP funding for an approved Project to address unforeseen circumstances. However, increasing CIP grant funding for an approved Project must be the result of an unforeseen occurrence or requirement, and not the result of mistake or error by the Applicant.

NW 7th Avenue CRA - Commercial Improvement Grant Program Manual

Note: If a business is awarded a Commercial Improvement Program (CIP) grant for the maximum \$50,000, the business shall not be eligible to apply for any other N.W. 7th Avenue CRA grant program for a minimum period of three (3) years. However, if a business is awarded a CIP grant for less than \$50,000, they may be eligible for additional funding under another CRA grant, including the Business Innovation & Investment Grant program (BIIG).

Kevin Greiner

UrbanCentric Analytics, LLC

ktgreiner@UrbanCentric.com

Phone: (305) 849-0488

Streetscape Design Handbook Questions/Artist Submissions:

CRA Grants Administrator/Contact

Leroy Jones, Director - Neighbors and Neighbors Association, Inc. (NANA) 5120 NW 24th Avenue, Miami, FL 33142 Phone: (305) 756-0605 Fax: (305) 756-6008

III. ELIGIBLE COMMERCIAL IMPROVEMENTS

Eligible commercial improvements funded by the CRA's CIP Program include, but are not limited to the following:

• Exterior or Interior Lighting or Painting	 Siding, Masonry or Stucco Facing 	Surface Parking Lot Improvements
 Sewer and water hook-up or expansion (any funds realized may have to come back to the CRA) 	Roof Repairs	 COVID-19 related improvements, i.e., HVAC upgrades, separators for barriers for social distancing Note: cannot be used to purchase PPE-related items for resale
Fences and Gates	Exterior Signs	Resolution of Code Violations
Window or Door Replacement	 Awnings, Canopies and Shutters 	 Improvements required by the Americans with Disabilities Act (ADA)
Historic Storefront Restoration	 Landscaping or Irrigation for Landscaping 	 Additions to existing buildings, or expansion of existing buildings
Demolition expenses	 Design plans, specifications, labor, materials, equipment, fees and services associated with approved CIP program improvements 	 Art, decoration, landscaping and streetscape items attached to the building or on the property. See the Uptown Avenue 7 Streetscape Design Handbook for guidance.

Grant funds may be used to directly fund eligible building rehabilitation or may be used to as credit enhancement to leverage the applicant's acquisition of a loan to make its eligible business improvement. The CRA strongly recommends that applicants use the CIP funding to leverage additional funds for their project. Preference is given to applicants who use the CIP funds to leverage additional Project funding. Credit enhancement uses for grant funds include, but are not limited to:

- A. Additional Equity for loan application
- B. Matching funds for other grant or loan programs, and/or
- C. Interest rate write-down on business improvement loan

IV. INELIGIBLE USES OF GRANT FUNDS

Program grant funds shall not be used for day-to-day operating expenses, including, but not limited to the following:

1.	Under no circumstances can grant funds be used to pay any costs associated with debt	2. Mortgage payments for real estate	 Real estate rental deposits (funds may be applied to lease payments as more fully described above); or rent payments
4.	Purchasing inventory for resale	5. Consultant fees or expenses for services (cleaning, etc.)	6. Late payment fees
7.	Purchase of alcohol, tobacco or medicine	8. Salaries	9. Utility Bills
1	0. Any illegal activity		

V. GENERAL TERMS AND CONDITIONS

Any building determined to be eligible for rendered rehabilitation assistance shall be located within the boundaries of the Community Redevelopment Area, which is more fully described as: the geographic area bounded on the North by NW 119 Street, bounded on the East by Interstate 95, bounded on the West by the property lines of the properties that abut NW 7th Avenue and on the south by NW 80 Street and the area generally bounded on the North by the City of Miami Gardens, bounded on the East by Interstate 95, bounded on the West by the westernmost property lines of the parcels that abut the westerly right of way along NW 7th Avenue, and on the South by the City of North Miami ("Redevelopment Area").

The property must be a privately owned, non-residential commercial building (leased or owner-occupied) located within the Redevelopment Area. Religious institutions, residences, adult entertainment businesses, national chains and liquor stores are not eligible for CRA grant funding. In mixed-use commercial/residential buildings, only the commercial portion of the building is eligible for grant assistance.

Buildings being considered for improvement grants must be at least five (5) years old. Buildings that have received improvement grants from the CRA within the past five (5) years are not eligible for assistance.

- A. The property must be structurally feasible for rehabilitation.
- B. Under no circumstances may CIP funds be expended on a building that will not be occupied after rehabilitation. Buildings to be rehabilitated shall be occupied at the time funding is requested or subject to a bona fide lease or rental agreement providing for occupancy or re-occupancy after completion of the rehabilitation. With prior approval, a building owner may contract with the CRA to undertake the commercial rehabilitation improvement process on a vacant business unit with the caveat that the CRA will not reimburse any cost until such time as the business unit is actually occupied. Should the business unit remain vacant for one (1) year following completion of the rehabilitation, the CRA's responsibility to reimburse any cost shall expire.
 - The eventual occupant must provide proper business, professional and occupational operating licenses. If the occupant or user of the space does not require any type of licensing, proof of tenancy will be sufficient, such as a lease.

No substantial changes will be made to the improvements for a minimum of two (2) years following completion of the rehabilitation of the building unless said changes are approved, in writing, by the CRA. If any changes are made without the prior written consent of the CRA, the building will not be eligible for further benefits in any CRA funded program.

The property owner shall keep the property in good condition and repair, fully tenantable and shall not remove or demolish any improvements thereon in accordance with applicable terms and conditions. If this provision is violated, the property owner will be notified of any violations and will be given 60 days to correct violations. If the violations are not corrected within the prescribed time frame, the building will not be eligible for further benefits in any CRA funded programs.

VI. ARCHITECTURAL DESIGN AND CONSTRUCTION

All projects are subject to approval by the appropriate County departments. Uses and activities taking place at the applicant's property, and the proposed construction/rehabilitation to be undertaken shall be consistent with the requirements of the Florida Building Code, compliant with all Miami-Dade County building and zoning requirements, and any and all necessary Federal, State and local permits. The applicant is responsible for acquiring all necessary permits and approvals for the project.

- A. Buildings with pending code violations are not eligible for an improvement grant unless the proposed work involves resolution of the pending violation.
- B. Design plans submitted by the grantee and their architect to NANA, shall be complete and consistent with all applicable State and County codes. NANA shall review and forward a copy of submitted design plans to the CRA staff. Plans are subject to the following Design requirements:

- 1) Designs must be of high quality and should include a sealed set of plans and specifications if required by the County Building Department.
- 2) All designs must be reviewed and approved by the CRA prior to construction in order to be eligible.
- 3) Colors shall be compatible and complimentary to those of existing nearby buildings.
- 4) Where feasible, designs should consider the removal of material and architectural barriers which restrict mobility and accessibility of elderly or handicapped persons.

VII. <u>COMMUNITY BENEFITS AGREEMENT (CBA) FOR GRANTS GREATER THAN \$50,000</u>

Approval and receipt of CIP funds, for the maximum \$50,000, is subject to the Grantee agreeing to certain reporting and monument display requirements. If the award is greater than \$50,000, execution of a Community Benefits Agreement (CBA) with the CRA may be required. The grant program has several goals that the CBA will help the CRA to achieve. One of the goals of the program is to stimulate employment of persons living within the CRA Employment Stimulus Zone (ESZ) — the community including and adjacent to the CRA. Each Grantee must employ, based on the funding level received, persons from within the CRA ESZ, according to the standards listed below.

CIP Grant Funding Level	\$0 to \$50,000
Construction Positions of Persons Living Within the ESZ	20%
Permanent Positions of Persons Living Within the ESZ	1 job per each \$50,000 <mark>\$100,000</mark>
Match	25%

*Additional requirements may be requested, if a greater funding amount is approved.

Permanent position(s) will be required to be maintained for at least one (1) year. Any permanent position(s) not held for one (1) year, will require the grantee to reimburse the CRA for a portion of the grant amount.

- A. In addition, each Grantee must document that all positions supported by CIP funding will be paid no less than the Annual Living Wage as defined by Miami-Dade County.
- B. The term of the CIP Agreement/CBA will be 24 months, commencing on the date of execution by the CRA Chair. If additional time is required due to verifiable extenuating circumstances outside the control of the grantee, grantee must request a written extension three months prior to expiration of grant. The CRA reserves the right to exercise independent discretion to grant or deny any request. The CRA Board may grant an extension for a period of 12 or 24 months.

VIII. CIP GRANT CONTRACT REQUIREMENTS AND CONFLICTS OF INTEREST

Grantees are required to enter into and execute a: 1) Contract with the CRA for payment of CIP funds, and 2) a construction contract between the property owner and the selected contractor or vendor. If a grantee has been awarded a CIP grant greater than \$50,000, a CBA may also be required.

The applicant is responsible for employing its own contractors. However, for buildings under contract with CRA funds, the building owner, lessor, lessee, tenant, or occupant or employee of the same, either personally or corporately, shall not serve as a paid contractor or sub-contractor for the rehabilitation of said building, nor shall they be paid for their own labor with CRA funds for the rehabilitation of said building.

No person, including but not limited to any officer, board of directors, managers, supervisor, or employees employed by the CRA, who is in the position of authority, and who exercises any function or responsibilities in connection with the CIP, has at the time the CIP is initiated, or shall have during the term of the CRP, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the CIP. Additionally, no family member related to any officer, board of directors, managers, supervisor, or employees employed by the CRA, may apply for a CRP grant. The term "related to" includes the following:

- 1) By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- 2) By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or

3) Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

Building owners or occupants must disclose any business or personal relationship with members of the CRA. Applicants who have an apparent conflict of interest and are otherwise eligible to participate and receive assistance through this program may submit a waiver for the same. No benefits may be received prior to the approval of such waiver.

IX. APPLICATION

A property owner or business owner/operator must complete the CIP Application to include architectural renderings and preconstruction photographs or renderings. Post-construction photographs will also be required. The CRA reserves the right to use the business name, photographs and/or likeness for any County or CRA-related publications, events, communications, website, etc.

A property owner or business owner who is applying for funding through this program, must complete the Application, include schematic-level drawings and a letter of commitment, or other type of documentation, which demonstrates that funding for the project is in place from all funding sources. If CRA funding will be used as a match, grantee will provide proof that all funding is in place within ninety (90) days of approval of grant or execution of Grant Agreement. If no proof is provided, the grant award will automatically be considered rescinded.

The CRA, via the Grants Administrator NANA, will establish an application deadline and will accept applications only during that period. Once an application is received, NANA will note the date and time of receipt as applicable. Applications will be reviewed to ensure completeness. An incomplete application will not be processed and will be returned to the applicant. The applicant will be notified by mail by NANA and must return a completed application within 10 (ten) calendar days. All applications must be hand delivered to NANA. A sign-in-sheet will be provided and must be signed by applicant.

NANA shall review applications, design criteria, make recommendations for acceptance or rejection of the applications, and provide continuity for building owner's and/or business operator's inquiries. The staff may consider any and all factors including completeness of the application, length of time the business has been in operation, location of the business, type of business, continuity of ownership, benefit to the community, number of employees, and the level of assistance requested as it relates to the limited amount of CRA funds available for rehabilitation of commercial buildings.

Each forwarded application package will be evaluated by the CRA for: 1) completeness; 2) conformance with the objectives of the Grant program; and 3) the economic impact of the use of the funds proposed by the applicant. The CRA reserves flexibility in its evaluation of grant applications. However, the two most important criteria used in the evaluation and award of grant funds are:

- 1) Preference will be given to applicants within the CRA's preferred targeted fields and/or industries. (See application for details.)
- 2) Preference will be given to applicant businesses that make a clear case that the use of grant funds will meet as many of the program objectives stated above.
- 3) Although not a mandatory requirement, the CRA encourages applicants to use the program grant funds to leverage and increase the total amount of funds to be invested. Applicants are strongly urged to use the grant funding to leverage either investor dollars, additional grant dollars from other sources, or debt to increase the size, value, and impact of the total investment proposed using CIP funds. Applicants are urged to contact their business banker to discuss how the grant funds can be used to leverage a more significant investment in their business.

As a condition for funding, successful applicants will be required to provide written/oral quarterly updates to the CRA Board through NANA. In addition, successful applicants must provide documentation of attendance in at least one small business program operated by any appropriate not-for-profit, private or public company; Miami-Dade County or any university/college, prior to receiving the last disbursement. If deemed necessary, the CRA staff reserves the right to withhold funding, pending attendance of said program. As an example, the Miami Bayside Foundation (MBF) is an excellent resource for small business training and provides minority business loans up to \$150,000.

Additionally, potential grantees may be required to also participate in some activities sponsored by the CRA's annual Uptown Avenue 7 Arts & Culture Festival (Street Fair). Successful applicants will be required to participate as a vendor in the CRA's annual Street Fair.

X. PAYMENT PROCESS AND PAYMENT CONDITIONS

The Agreement between property owners and contractor/vendors will provide for the payment process. Payments are on a reimbursement basis or made on behalf of the approved grantee.

- A. The owner must receive three (3) formal written quotes from eligible licensed contractors. NANA will review all quotes provided by the contractors selected to perform the work, for reasonableness of cost, prior to the owner/tenant entering into a contract for the work to be performed. If the cost of the total job is less than \$3,000, and the installation is provided by the vendor (i.e., windows or awnings), only one written quote is necessary. All contractors must have a General or Building contractor's license (Class A or B) as per Florida Statute 489, part 1, Department of Business and Professional Regulation.
- B. Construction must start within ninety (90) days of design approval and be completed within one hundred eighty (180) days of the start of construction. If construction or improvements are delayed, the grantee must apprise NANA and staff. If a request for a grant extension is needed, the request must be made by NANA three (3) months prior to its expiration.
 If an extension for longer than six (6) months is needed, staff will forward the request and sufficient justification to the CRA Board. Additionally, if the scope of a project requires revision, the grantee must confer with NANA to determine if the new scope will fall within the approved grant program guidelines. If so, NANA shall inform staff and the Board in writing and seek prior approval.
- C. The owner and/or tenant must comply with all requirements of the County for obtaining building permits, sign permits, electrical permits, or any other related permits. Work of any kind started without proper permits, required sealed plans (any structural improvements require sealed plans) and specifications, if applicable, will not be eligible for assistance will not be reimbursed.
- D. Construction contracts lasting less than 3 weeks in duration will be paid by a lump sum at the end of the contract upon issuance of the Certificate of Occupancy (if appropriate), final inspection by the Architect and County Building Official, and all release of liens from contractors, sub-contractors and suppliers.

Construction contracts lasting more than three weeks in duration may have progress payments for the eligible program costs, at the request of the owner, every 2 weeks with the final payment to be made upon issuance of the Certificate of Occupancy, final inspection by the Architect and County Building Official and receipt of all labor standards documentation, and all release of liens from contractors, sub-contractors and suppliers.

- E. The owner/occupant must document the expenditure of their match before any funds are released by the CRA. With prior approval of the CRA, the agreement between the CRA and owner/occupant may allow for the CRA to fund allowable expenses of an approved invoice on a reimbursement basis, not to exceed the funding limits of the approved grant. Requests for reimbursement of construction costs will be reviewed only as a complete package. Any costs not included in a request for reimbursement will be considered at a later date. Documentation required with an application for payment of renovation construction costs includes:
 - 1) Cancelled checks;
 - 2) Detailed invoices (quotes, estimates are not acceptable) and paid receipts;
 - 3) Name, address, telephone number and, if applicable, the building contractor, sign contractor, vendor, etc.; and
 - 4) Signed statement attesting to the design and construction costs incurred.
- F. The CRA reserves the right to verify any and all costs associated with design and construction work for which payment is requested.
- G. All change orders must have prior approval from NANA and staff or any costs associated with the change order will be disallowed.
- H. All checks for reimbursement will be issued to the property owner through NANA, unless provided for differently between the CRA, NANA and the property owner. Final payment of the last invoice will be made only after receipt of a final Construction Report/Jobs Report; final inspection by NANA and the CRA, and following release of liens, approval and Certificate of Occupancy from the County Building Department (where required) and Certificate of Appropriateness (where required).
- I. Any additional work or architectural services not eligible for CRA funding assistance, shall be paid by the business owner solely.

*15% of the final payment will be withheld until such time as all liens, placed as a result of the project, have been satisfied (i.e., letter of release from the vendor/contractor).

XI. DISCLAIMERS

- A. The NW 7th Avenue CRA reserves the right at its sole and absolute discretion, to reject any and all grant applications, postpone or cancel the Grant program, or waive any irregularities in applications submitted for program grant funding. The CRA reserves the right to request and evaluate additional information from any applicant after the submission deadline as the CRA deems necessary.
- B. Areas not covered in detail in this policy which arise during the application, implementation, or construction phases will be handled as the situation may dictate so as not to impede orderly progress. If the item has the potential for reoccurrence, it shall be resolved, and then included as an addendum to this policy. The CRA Board shall have the final determination related to interpretations of this policy.
- C. If additional funding is pending from other sources and is required for project completion and that funding is not successful, the CRA reserves the right to withdraw its award.

Resources for Small Businesses

- Regulatory & Economic Resources Department, Small Business Development Resources
 <u>https://www.miamidade.gov/business/business-development-resources.asp</u>
- Internal Services Department, Small Business Development <u>http://www.miamidade.gov/smallbusiness/home.asp</u>
- U.S. Small Business Administration Resource Guide https://www.sba.gov/business-guide/
- Florida Small Business Development Center http://floridasbdc.org/

Local Business Assistance Offices

Miami Bayside Foundation <u>www.miamibaysidefoundation.org</u> 25 SE 2nd Avenue Suite 240 Miami, FL 33131 Phone (786) 703-5767

Florida Atlantic University – SBDC http://www.fausbdc.com/ 8500 SW 8th Street, Suite 224 Miami, FL 33144 Phone (786) 388-9040 SBA South Florida District Office https://www.sba.gov/offices/district/fl/miami 100 S. Biscayne Boulevard, 7th floor Miami, FL 33131 Phone (305) 536-5521

> Dade SCORE <u>https://miamidade.score.org/</u> 100 Biscayne Boulevard, 7th Floor Miami, FL 33131-2011 Phone (786) 425-9119

Minority Business Development Agency Business Center – Miami <u>https://www.mbda.gov/businesscenters/miami</u> 9499 NE 2nd Avenue, Suite 204

Miami, FL 33138 Phone (305) 751-2907 October 2020

October 2020



NW 7th Avenue Community Redevelopment Agency Boundary Map

NW 7th Avenue CRA Employment Stimulus Zone



(Business Evaluation Form Question 3)

Unincorporated Miami-Dade County Between NW 62nd St, NW 37th Ave, NE 167th St, and NE 10th Ave



N.W. 7th Avenue Corridor Community Redevelopment Agency

BETWEEN

COMMUNITY BENEFITS AGREEMENT AND THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY

This Community Benefits Agreement (Agre	ement) is entered this	day of	, 2020,
between the <u>N.W.</u> 7 th Avenue Corridor Community	Redevelopment Agency (A	Agency), whose a	ddress is 111
N.W. 1st Street, 22nd Floor, Miami, Florida 33128, and			,
whose business address is	(the "Gran	ntee").	

RECITALS

WHEREAS, on March 16, 2004, the Board of County Commissioners of Miami-Dade County, Florida (Board) adopted Resolution No. R-293-04 declaring a certain geographic area of the County known as N.W. 7th Avenue Corridor, which is generally bounded on the east by Interstate I-95, on the south by N.W. 79th Street, on the west by the property lines that abut N.W. 7th Avenue, and on the north by N.W. 119th Street. On August 4, 2011, the Board passed Resolution No. R-223-11, which adopted a Finding of Necessity to include a new area north of the existing Area which is generally bounded on the south by N.W. 135th Avenue, on the north by the City of Miami Gardens on the east by Interstate I-95 and on the west by the property lines that abut N.W. 7th Avenue, collectively (Area), to be a slum or blighted area, declared the rehabilitation, conservation or redevelopment, or combination thereof to be necessary in the interest of the public health, safety, morals or welfare of the residents of the Area and the County, and found the need for the creation of a community redevelopment agency; and

WHEREAS, pursuant to Resolution No. R-780-04 adopted by the Board on June 22, 2004, among other things, approved and adopted the N.W. 7th Avenue Corridor Community Redevelopment Plan (Plan) to enable the Agency to undertake redevelopment of the Redevelopment Area; and

WHEREAS, on September 6, 2012, the Board further adopted Resolution No R-661-12 to amend the Plan to include expand the boundaries of the Area; and

WHEREAS, pursuant to section 163.356, Florida Statutes, the Board also enacted Ordinance No. 06-18 on February 7, 2006, appointing a board of commissioners for the Agency; and

WHEREAS, the Agency adopted a Commercial Improvement Grant Program (Grant Program) to assist the business community in the Area; and

WHEREAS, the Agency amended the Grant Program to include certain community benefits that must be provided by the Grantee as a condition of award of the Grant Program; and

WHEREAS, the Agency recognizes, as a public body, it has a unique role to ensure that the funds from the Grant Program are used in a manner to benefit the community that it serves, and the Agency does not indirectly or passively perpetuate discrimination against or historical under inclusion of minorities, women and low income people in the construction industry; and

WHEREAS, the Agency and the Grantee have entered into that certain Grant Agreement, which is attached hereto as Exhibit "A" and incorporated herein by reference, in the amount of \$ (Grant Funds); and

WHEREAS, the Grantee has agreed to provide certain community benefits as condition of receiving the Grant Funds,

NOW, THEREFORE, in consideration of the mutual covenants described above and the agreements contained below, and for other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties agree as follows:

ARTICLE I

Purpose

- 1.1 The foregoing recitals are adopted, accepted, and incorporated herein by reference.
- 1.2 The purpose of this Agreement is to ensure that (i) the businesses and public served by the Agency receive the fullest benefits as a result of the Grant Program; and (ii) to ensure that the Grant Program provides jobs and economic development within the Area.
- 1.3 This Agreement may be recorded in the public records.

ARTICLE II Definitions

2.1 As used in this Agreement, the following capitalized terms shall have the following meanings (all definitions include both the singular and plural form):

- a. "Agency" shall mean the N.W. 7th Avenue Corridor Community Redevelopment Agency, its officers, employees, agents, successors and assigns.
- b. "Agency Designee" shall mean UrbanCentric Analytics, LLC, Neighbors and Neighbors Association, Inc. the Agency's Executive Director or their successor, which has been designated by the Agency to act on the Agency's behalf and to provide support to the grant program.
- c. "Area" shall mean the community redevelopment area, which includes that certain geographic area of Miami-Dade County known as N.W. 7th Avenue Corridor, which is generally bounded on the east by Interstate I-95, on the south by the N.W. 79th Street, on the west by the property lines that abut N.W. 7th Avenue, on the north by the City of Miami Gardens with the exception of the section in the City of North Miami.
- d. "Surrounding Area" shall mean an area defined as the N.W. 7th Avenue Corridor and one surrounding the corridor.
- e. "CSBE/MBE Certified Firms, Contractors, or Subcontractors" shall mean a firm certified by Miami-Dade County's Internal Services Department Small Business Development Division.
- f. "Contract" shall mean a contract related to use, maintenance, or operation of the Project or any part thereof.
- g. "Contractor" shall mean a prime contractor, a subcontractor, or any other business entering into a contract related to the construction, use, maintenance, or operation of the Project or part thereof.
- h. "Deliverables" shall mean all documentation and any items of any nature submitted by the

Grantee to the Agency or the Agency's designee for review and approval pursuant to the terms of this Agreement.

- i. "Employment Stimulus Zone" (ESZ) shall mean the portion of Unincorporated Miami-Dade County between NW 62nd Street, NW 37th Avenue, NE 167th Street, and NE 10th Avenue, as defined on the attached map in Exhibit C.
- j. "Funding Level" shall mean the amount of funding provided by the Agency to the Grantee.
- k. "Grantee" shall mean the individual, company or corporation identified in the first paragraph of this Agreement and who is entering into this Agreement with the Agency.
- 1. "Good Faith Effort" is considered to have been made when the respective party has exhausted all reasonable means to comply with the associated directive and/or provision.
- m. "Living Wage" means a minimum wage to match that as defined by the Article II, Section 2-8.9 of the Code of Miami-Dade County, Florida.

Locally Owned Small Business" means any business that is wholly owned by individuals who reside in Miami-Dade County. If a business is owned by a corporation, partnership or limited liability company, then the corporate owner must be wholly owned by individuals who reside in Miami-Dade County.

n. "Project" shall mean the construction or rehabilitation of real property partially funded by the Grant Program.

ARTICLE III

Scope of Agreement

- 3.1 The Grantee shall:
 - a. Give priority to CSBE/MBE Certified Firms, Contractors, or Subcontractors whose principal place of business is in the Area or Surrounding Area;
 - b. Enter into a contract with a minimum of three local minority sub-contractors that will agree to hire and train residents residing in the Area or Surrounding Area;
 - c. Ensure that residents of the Area or Surrounding Area are recruited by the Prime Contractor;
 - d. Ensure that preferred participants will have at least one year experience on a construction worksite;
 - e. Guarantee that prior incarceration, arrest or criminal history will not disqualify a participant; provided however, drug testing may be a requirement;
 - f. Ensure that residents of the Area or Surrounding Area will be assigned as "helpers" to one of the sub-contractors that are contracted with in their trade, (e.g. laborer, plumber, electrician, landscaper etc.);
 - g. Ensure that sub-contractors will be required to submit payrolls every six months that includes each person (i.e. their name and address, how many hours they worked that month, and how much they were paid) commencing for a period of up to two (2) years from the date of issuance of a building permit for new hires who reside within the Area or Surrounding Area;

- h. Ensure that proper signage during pre and post construction is placed on the Property identifying the Agency's name and the name of the Agency's Board of Commissioners and Miami-Dade County;
- i. Develop, in consultation with the Agency, a press release announcing the Project, the execution of this Agreement and the availability of jobs identified in this Agreement;
- j. Ensure that notice is provided to the Agency of any additional potential job skilled or unskilled the residents residing in the Area or Surrounding Area may apply for during the construction phase; and
- k. Ensure that permanent signage is placed on the property recognizing the NW 7th Avenue Corridor Community Redevelopment Agency and Miami-Dade County.

3.2 Hiring Goals

- a. Construction Positions awarded to Persons Living Within the ESZ during construction period: 20%
- b. Permanent Positions awarded to Persons Living Within the ESZ: 1 job per each \$100,000

3.3 Hiring requirements

- a. The Grantee will pay or cause to pay all positions living wages as defined above and will provide new employees the same benefits equal to all other employees that are employed by the Grantee.
- b. The Grantee will provide the required number of permanent jobs to residents of the ESZ for a minimum of five (5) years. Any jobs not provided for 5 years will require the Grantee to reimburse the Agency \$20,000 for each job not held for five (5) years.

ARTICLE IV Monitoring, Oversight, and Audit

4.1 Formation and Operation. The Agency or the Agency' Designee is the organizer of this Agreement and will be responsible to facilitate all on-going dialogue and implementation of this Agreement and the Grantee.

4.2 **Compliance Monitoring**. The Parties agree that the Agency Designee shall be responsible for monitoring contractors' and subcontractors' compliance with the contracting, apprenticeship, workforce, and local hire goals and programs established in this Agreement.

4.3 **Reports**. The Grantee shall prepare the following reports, and shall forward these reports to the Agency and Agency Designee.

- a. For grants funding construction work, Grantee shall provide a report at the end of each month during the construction phase to the Agency, providing the following information:
 (i) employee payroll records, including the addresses of employees and (ii) employee wage rates received from the Prime Contractor or subcontractors.
- b. For all Grants, each Grantee shall maintain payroll records for new employees, including each employee's home address and wage rate, and provide a complete report of all hiring activity and employee records for the preceding calendar year on December 31st of each year, for five (5) years following completion of construction or installation of equipment paid for by the Grant.

4.4 Audit. The Grantee agrees to make available all books, records, and electronic files, including but not limited to scanned documents, as they relate to this Agreement, for inspection, review and audit by the Agency, Miami-Dade County's Office of Inspector General or any of their duly authorized representatives, at their discretion. Access to these documents must be made available to authorized representatives in a timely manner, not to exceed three (3) business days, unless such time is extended by such authorized representative. Access to records must be given to the Agency, Miami-Dade County's Office of Inspector General or any of their duly authorized representatives during regular business hours, with or without prior written notice, no later than seventy-two (72) hours after the request is made. An electronic file must be a true and accurate copy of the original document. In addition, all records pertaining to the Agreement shall be retained in proper order by the Grantee for at least five (5) years following the expiration of the Agreement, unless State of Florida laws or the Agency's record retention schedule require a lengthier retention period.

4.5 Independent Private Sector Inspector General and Miami-Dade County Inspector General Reviews

a. Independent Private Sector Inspector General Reviews. The Agency has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Agency deems it appropriate to do so. Upon written notice from the Agency, the Grantee 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 Grantee be responsible for payment of these IPSIG services. The terms of this provision herein, apply to the Grantee, their 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 Grantee in connection with this Agreement. The terms of this section 4.5(a) shall not impose any liability on the Agency by the Grantee or any third party.

b. **Miami-Dade County Inspector General Review**: According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Agency contracts, throughout the duration of said contracts.

Nothing contained herein shall in any way limit the powers of the Inspector General to perform audits on all of the Agency's contracts including. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed 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 independent private sector inspectors general (IPSIG) 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 Family Dollar and Eco Solution, their officers, agents and employees, lobbyists, Agency staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to the Grantee from the Inspector General or IPSIG retained by the Inspector General, the Grantee 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 Grantee's

possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of this Agreement, 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 V TERMINATION, EVENT OF DEFAULT, AND INDEMNIFICATION

5.1 **Termination**. This Agreement shall automatically terminate no later than sixty (60) months after the completion of the construction of the Project. If the Grantee fails to start construction within one year of the signing of this Agreement, this Agreement shall be null and void.

5.2 **Termination for Breach** – The Agency may terminate this Agreement, in whole, or in part, when the Agency, determines in its sole and absolute discretion, the Grantee is not making sufficient progress in their performance of this Agreement outlined herein, or are not materially complying with any term or provision provided herein, including the following:

- a. Grantee fails to submit or submits incomplete or incorrect required reports;
- b. Grantee engages in discriminatory practices;
- c. Grantee attempts to meet their obligations under this Agreement (including the Grant Agreement attached hereto) through fraud, misrepresentation, or material misstatement;
- d. Grantee fails to correct deficiencies found during a monitoring visit, evaluation, or record review within the specified time;
- e. Grantee fails to fulfill in a timely and proper manner any and all of its material obligations, covenants, agreements, and stipulations in this Agreement; or
- f. Grantee violates the terms of the Grant Agreement.

Written notice of the claimed breach and ten (10) business days to cure same shall be given. Unless Grantee's breach is waived by the Agency in writing, or unless Grantee fails, after receiving written notice of the claimed breach by Grantee to take steps to cure the breach within ten (10) business days after receipt of notice of the breach, the Agency, by written notice to Grantee, shall terminate this Agreement upon no less than thirty (30) business days. Said notice shall be sent by certified mail, return receipt requested, or in person with proof of delivery. Waiver of breach of any provision of this Agreement shall not be construed to be a modification of the terms of this Agreement.

5.3. Event of Default. An Event of Default shall mean a breach of this Agreement by Grantee (Grantee). 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:

- a. Grantee has not delivered Deliverables in a timely manner;
- b. Grantee, where applicable, fails to make prompt payment to subcontractors or suppliers;

or

c. Grantee has become insolvent (other than as interdicted by the bankruptcy laws), or has taken advantage of any insolvency statute or debtor/creditor law or if a Party's affairs have been put in the hands of a receiver;

When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to a Party's ability to perform under this Agreement, or any portion thereof, the Agency may request within the time frame set forth in a written request adequate assurances, in writing, such ability to perform in accordance with terms of this Agreement. In the event the Grantee fails to provide to the Agency the requested assurances within the prescribed time frame, the Agency may:

- a. Treat such failure as a repudiation of this Agreement;
- b. 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.

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, excluding such original reports, documents, and data that must remain in custody of the Grantee for regulatory reasons, statutory reasons, or accreditation requirements.

5.4 **Opportunity to Cure/Termination**. If an Event of Default occurs, in the determination of the Agency, the Agency may so notify the Grantee (Default Notice), specifying the basis for such default, and advising Grantee 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 Grantee to rectify the default to the Agency reasonable satisfaction within a thirty (30) calendar 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' rights hereunder, so long as the Grantee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) calendar day period or any other period which the Agency prescribes. The default notice shall specify the date the Grantee shall discontinue the Services upon the Termination Date.

5.5 **Remedies in the Event of Default**. If an Event of Default occurs, the Grantee shall be liable for all damages resulting from the default, including, but not limited to:

- a. lost revenues; or
- b. such other direct damages.

The Grantee shall also remain liable for any liabilities and claims related to the Agency. In the event the Agency has defaulted under this Agreement, the Agency's liability for such default shall be subject to the provisions and the limitations of Section 768.28, Florida Statutes, as may be amended, if applicable.

The Agency may also bring any suit or proceeding for specific performance or for an injunction.

5.6 Indemnification.

Grantee shall indemnify and hold harmless the Agency and their officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, the Agency or their 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 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 Agency, 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 Agency or their officers, employees, agents, and instrumentalities as herein provided.

ARTICLE VI Enforcement & Dispute Resolution

6.1 The Agency and Grantee shall investigate complaints relating to implementation and execution of this Agreement. The Agency and Grantee shall cooperate fully and promptly with any such investigation, and shall make available to the presumed aggrieved party all admissible requested records and information reasonably deemed relevant to monitoring and implementation of this Agreement. If the Agency or Grantee determine that the provisions of this Agreement are not being followed, such party, at its own discretion and expense, shall have the right to require a mediation pursuant to Florida Rules for certified and court- appointed mediators and Chapter 44, Florida Statutes, as amended. The mediator must be certified to hear all sides and to negotiate a resolution. If the Agency and Grantee cannot negotiate a resolution, the aggrieved party may pursue a legal action to enforce this Agreement and/or any term or covenant thereof, provided that any legal action can only be pursued after mediation and within 120 days after completion of the mediation.

6.2 Except as stated herein nothing in this Article shall derogate or limit the rights of the parties hereto, to enforce this Agreement through pursuit of any available legal or equitable remedies.

6.3 The parties hereto agree that monetary damages may not be a remedy for any breach of this Agreement. The agreed remedies set forth elsewhere in this Agreement shall not be construed to limit or derogate any legal or equitable remedy authorized by applicable law or a court's ability to determine facts, weigh evidence, and exercise its own discretion with respect to enforcement of any term or condition of this Agreement.

6.4 Any mediation shall be held in Miami-Dade County, Florida and any litigation shall be in Miami-Dade County, Florida.

ARTICLE VII Public Records

7.1 Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Grantee shall:

- a. Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the service;
- b. Upon request from the Agency's custodian of public records identified herein, provide the Agency with a copy of the requested records or allow the public with access to the 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 the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- c. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the

duration of this Agreement's term and following completion of the services under this Agreement if the Grantee does not transfer the records to the Agency; and

d. Meet all requirements for retaining public records and transfer to the Agency, at no Agency cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee upon termination of this Agreement. Upon termination of this Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

7.2 For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.

7.3 Grantee's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

7.4 In the event the Grantee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the Agency may, at the Agency's sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

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

Miami-Dade County Office of Management and Budget 111 N.W. 1st Street, 22nd Floor Miami, Florida 33128 Attention: Jorge M. Fernandez Email: jjf@miamidade.gov

ARTICLE VIII General Provisions

8.1 Governing Law. This A greement shall only be enforced to the extent that it is consistent with the laws of the State of Florida and the United States. If any provision of this Agreement is held by a court of law to be in conflict with state or federal law, the applicable law shall prevail over the terms of agreement, and the provisions of this Agreement shall not be enforceable.

8.2 Nondiscrimination. The Parties hereto agree that they shall not discriminate on the basis of race, color, religion, national or ethnic origin, sex, familial status, marital status, status as a victim of domestic violence, dating violence or stalking, gender identity or gender expression, sexual orientation, disability, ancestry, age, or pregnancy. A violation of this section 8.2. shall constitute a breach of this Agreement.

8.3 Severability Clause. If any term, provision, covenant, or condition of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the Agreement shall remain in full force and effect.

8.4 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 Parties under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

8.5 Material Terms. This Agreement in conjunction with Exhibits "A" and " B" are the complete and exclusive statement of all the arrangements between the Parties.

8.6 Notices. All notices shall be in writing and shall be addressed to the affected Parties at the addresses set forth below. Notices shall be: (a) delivered by in person service to the addresses set forth below, in which case they shall be deemed delivered on the date of delivery, as evidenced by the written report of the courier service, or (b) sent by certified mail, return receipt requested, in which case they shall be deemed delivered three business days after deposit in the United States mail. Any Party may change its address or the name and address of its attorneys by giving twenty (20) day notice to the other parties of the Agreement. Notice of a change shall be effective only upon receipt. The addresses of the Parties for purpose of notices are:

Agency:	nou
N.W. 7 th Avenue Corridor Community Redevelopment Agen 111 N.W. 1 st Street, 22 nd Floor	псу
Miami, Florida 33128	
Attn: Jorge Fernandez (305) 375-1593	
Grantee:	
Attn:	
()	

8.7 Waiver. The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other provision or telm of this Agreement.

8.8 Entire Agreement. This Agreement contains the entire agreement between the parties and supersedes any prior agreements, whether written or oral.

8.9 Amendments. This Agreement may not be altered, amended or modified, except by an instrument in writing signed by the each of the Parties in existence at the time.

8.10 Further Assurances. Each Party covenants that it will take all reasonable actions with acknowledgment, any and all documents and writings that may be reasonably necessary or proper to achieve the purposes and objectives of this Agreement and to provide and secure to the other party's rights and privileges under this Agreement.

8.11 Assurance Regarding Preexisting Contracts. Each Party warrants that as of the date of execution of this Agreement, it has executed no purchase agreement or any other agreements that would violate any provision of this Agreement.

8.12 Intended Beneficiaries. The Agency and Grantee collectively, are beneficiaries of this Agreement, with regard to the terms and provisions of this Agreement. The Agency and Grantee shall each independently have the right to enforce the provisions of this Agreement against all parties incorporating this Agreement.

[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

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

	<u>.</u> :		^H AVENUE CORRIDOR UNITY REDEVELOPMENT Y:
By:	-	By:	
Name:	-	Name:	Jorge Fernandez
Title:	-	Title:	Executive Director
Date:		Date:	
		WITNESS:	
Attest: Authorized person OR Notary Public		By:	
Print Name:		Name:	
Title:		Date:	
Date:		Approv	ed for form and legal sufficiency:
Corporate Seal OR Notary Seal/Stamp			
			ee A. Smith nt County Attorney

EXHIBIT "A" CIP Grant Agreement

EXHIBIT "B" Estimated Construction Costs/Drawings

EXHIBIT "C"

NW 7th Avenue CRA Employment Stimulus Zone



(Business Evaluation Form Question 3)

Unincorporated Miami-Dade County Between NW 62nd St, NW 37th Ave, NE 167th St, and NE 10th Ave

