



**NW 7<sup>th</sup> Avenue Corridor - Community Redevelopment Agency**

***<https://uptownavenue7.com/>***

**Meeting Agenda**

**Arcola Lake Library  
8240 NW 7<sup>th</sup> Avenue  
Miami, FL 33150**

**April 27, 2022  
6PM**

- I. Call to Order
- II. Roll Call and Introductions
- III. Introduction of New OMB Assistant Director, Community Redevelopment and Municipal Services
- IV. Reasonable Opportunity for the Public to be Heard– Rule 6.06 (2 minutes per speaker)
- V. Approval of Agenda
- VI. Approval of Minutes
  - A. November 3, 2021
- VII. Action Items
  - A. Resolution Approving Cliff's Restaurant Business Improvement & Innovation Grant (BIIG) Request in the Amount of \$10,000 and Conversion of CIP Grant from Rehabilitation to Demolition and Construction
  - B. Resolution Retroactively Approving Amendment No. 8 to Extend the 2021 Agreement for Grant Services with Neighbors and Neighbors, Inc. for an Additional Year in the Amount of \$80,000
  - C. Resolution Retroactively Approving Amendment No. 9 to Extend the 2022 Agreement for Grant Services with Neighbors and Neighbors, Inc. for a Six-Month Period in the Amount of \$50,000
- VIII. Discussion Items
  - A. Global Request for Proposals for CRA Services (i.e., Grants Administrator, Economic Development Coordinator)
  - B. CRA Programs Manager
- IX. Adjournment

I. **Call to Order** – CRA Board Chairwoman Bryant called the meeting to order at 6:04 p.m.

II. **Board Member Roll Call/Introductions**

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)  
Alice Townsend/Victoria Goss, Neighbors And Neighbors Association, Inc.

III. **Public Comment/Reasonable Opportunity to be Heard** – There were no public comments.

IV. **Approval of Agenda** – Mack Samuel moved approval of the Agenda, with a second from Charesse Chester. Motion passed.

V. **Approval of April 27, 2021 Minutes** – Moved by Mack Samuel with a second from Gene Lomando. Motion passed.

VI. **Action Items**

- A. Resolution Approving the Fiscal Year 2021-22 NW 7<sup>th</sup> Avenue Community Redevelopment Agency Budget in the Amount of \$4,813,371. Moved by Gene Lomando, with a Second from Mack Samuel. Motion passed.
- B. Resolution Retroactively Approving Option-to-Renew Number Three with the Miami Urban Contemporary Experience for Marketing and Business Outreach Services in the Amount of \$141,000. Moved by Mack Samuel, with a Second from John Gay. Motion passed.

VII. **Discussion Items**

- A. Vacancy: Economic Development Coordinator – Staff discussed the options available to fill the recent vacancy, as a result of Kevin Greiner's departure to Miami-Dade County as head of the development office. Charesse Chester moved approval to draft and release a new RFP by staff. Yvonne White Edwards seconded. Motion passed. The Chairwoman requested that staff provide the draft scope of work in advance of finalizing the solicitation.
- B. Re-opening Grants Program and Acceptance Period for Applications – Board approved a timeframe of December 1, 2021 – March 31, 2022, in order to account for the holiday period.

VIII. **Marketing/Culture Festival Update**

MUCE provided an update of this weekend's culture festival. This year a multicultural layer was added to represent the demographics of the neighborhood. Thus far, eighteen vendors and 6 food trucks have confirmed participation. 20,000 flyers have gone out. Ads have been running on WMBM, Hot 105, and WEDR. Social media influencers have also been engaged to get the word out on Instagram and Facebook. This year's festival will have on-site Covid-19 testing and vaccinations and the ever-popular Kids Zone will be returning. Jill Tracy, of HOT 105, will head the "Hot Talk" dinner conversation with the Police department.

IX. **Adjournment – 7:23 p.m.**

RESOLUTION NO. CRA-01-2022

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE COMMUNITY REDEVELOPMENT AGENCY (AGENCY) APPROVING OF AND AUTHORIZING THE EXECUTIVE DIRECTOR OR THE EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE AMENDMENT NO. 1 TO THE COMMERCIAL IMPROVEMENT PROGRAM GRANT AGREEMENT BETWEEN THE AGENCY AND CLIFF'S RESTAURANT MIAMI, INC. (CLIFF'S RESTAURANT) TO ALLOW CLIFF'S RESTAURANT TO EXTEND THE TERM OF THE AGREEMENT UNTIL SEPTEMBER 20, 2023, AND TO UTILIZE THE GRANT FUNDS TO DEMOLISH AND CONSTRUCT A NEW BUILDING AS OPPOSED TO REHABILITATING THE EXISTING BUILDING; APPROVING OF AN AUTHORIZING THE EXECUTIVE DIRECTOR OR THE EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE A BUSINESS INNOVATION AND INVESTMENT GRANT AGREEMENT BETWEEN THE AGENCY AND CLIFF'S RESTAURANT IN THE AMOUNT OF \$10,000.00 TO ALLOW CLIFF'S RESTAURANT TO PURCHASE A FOOD TRUCK/ KITCHEN; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR THE EXECUTIVE DIRECTOR'S DESIGNEE TO EXERCISE ALL PROVISIONS, INCLUDING CANCELLATION, TERMINATION AND AMENDMENT PROVISIONS CONTAINED IN SUCH AGREEMENTS

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

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 7<sup>TH</sup> AVENUE COMMUNITY REDEVELOPMENT AGENCY**, that:

**Section 1.** The matter contained in the foregoing recital is incorporated in this Resolution by reference.

**Section 2.** This Board approves of and authorizes the Executive Director or the Executive Director's designee to execute Amendment No. 1 to the Commercial Improvement Program grant agreement between the Agency and Cliff's Restaurant Miami, Inc. ("Cliff's Restaurant"), in substantially the form attached hereto as Exhibit 1, and incorporated herein by reference, to extend the term of the agreement until September 20, 2023, and to allow Cliff's Restaurant to utilize the grant funds to demolish and construct a new building as opposed to rehabilitating the existing

building. This Board further authorizes the Executive Director or the Executive Director's designee to exercise all provisions, including, but not limited to, termination, extension, and amendment provisions that are consistent with this resolution, contained therein.

**Section 3.** This Board approves of and authorizes the Executive Director or the Executive Director's designee to execute a Business Innovation and Investment Grant agreement between the Agency and Cliff's Restaurant in the amount of \$10,000.00, in substantially the form attached hereto as Exhibit 2, and incorporated herein by reference, to allow Cliff's Restaurant to purchase a food truck kitchen equipment. This Board further authorizes the Executive Director or the Executive Director's designee to exercise all provisions, including, but not limited to, termination, extension, and amendment provisions that are consistent with this resolution, contained therein.

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

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

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of April, 2022.\_\_\_\_\_

**N.W. 7<sup>th</sup> AVENUE COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Mack Samuel  
N.W. 7<sup>th</sup> Avenue CRA Secretary

Approved by CRA Attorney as  
to form and legal sufficiency. \_\_\_\_\_

Terrence A. Smith





The NW 7<sup>th</sup> Avenue  
Community Redevelopment Agency

**Date:** April 27, 2022

**To:** Mae Bryant, Chairwoman and Board Members  
NW 7<sup>th</sup> Avenue Community Redevelopment Agency

**From:** Rasha Cameau, Executive Director  
NW 7<sup>th</sup> Avenue Community Redevelopment Agency

**Subject:** Commercial Improvement Grant and Business Innovation and Investment Grant Program  
Agreements Between the Agency and Cliff's Restaurant Miami, Inc.

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### **Recommendation**

It is recommended that the Board of Commissioners (Board) of the N.W. 7<sup>th</sup> Avenue Community Redevelopment Agency (Agency) approve this item that does the following:

1) Authorize the Executive Director or the Executive Director's designee to execute Amendment No. 1 to the Commercial Improvement Program (CIP) grant agreement between the Agency and Cliff's Restaurant Miami, Inc. (Cliff's Restaurant) to extend the term of the agreement until September 30, 2023, and to allow Cliff's Restaurant to utilize the grant funds to demolish and construct a new building as opposed to rehabilitating the existing building;

2) Authorize the Executive Director or the Executive Director's designee to execute a Business Innovation and Investment Grant (BIIG) agreement between the Agency and Cliff's Restaurant in the amount of \$10,000.00 to allow Cliff's Restaurant to purchase a food truck kitchen equipment; and

3) Authorize the Executive Director or the Executive Director's designee to exercise all provisions, including, but not limited to, termination, extension, and amendment provisions, contained in the CIP and BIIG grant agreements.

### **Fiscal Impact**

The FY 2021-2022 budget allocated a total of \$275,500.00 for the BIIG program. If Cliff's is awarded a BIIG grant the fiscal impact of this item is \$10,000.00. Therefore, the remaining BIIG funding for FY 2021-2022 would be \$265,500.00.

### **Background**

At the April 27, 2021 Agency meeting, for fiscal year 2020-2021, the Board approved five BIIG applications and bifurcated a request from Cliff's Restaurant for a \$10,000.00 small business grant for purchase of a food trailer/kitchen equipment. Further, Neighbors and Neighbors, Inc. (NANA) was asked to provide additional details on the specifics of the food trailer plan and an update on the status of the CIP grant which was awarded in FY 2014-2015 for \$50,000.00 and reinstated in FY 2018-2019, with an additional \$25,000.00, for a total of \$75,000. In 2014, \$13,579.57 was expended for impact fees, leaving a balance of \$61,420.00.

Over the years, Miami-Dade County's Public Housing and Community Development (PHCD) department, along with NANA, have been working with Cliff's Restaurant to bring the CIP grant-funded project to fruition. In January 2022, the Office of Management & Budget (OMB) was advised by PHCD that the Project Architect advised that based on the age and existing conditions of the building, it should be demolished. More specifically, the Architect noted that major structural repairs would be needed to make the existing structure safe for occupancy, but such repairs present significant challenges and risks due to the likelihood of unforeseen conditions, which would result in numerous safety issues and substantial costs beyond the available funds.

in addition to the FY2014 Community Development Block Grant (CDBG) award (\$75,000.00), PHCD has allocated an additional \$170,000.00 in CDBG Cares Act (CDBG-CV3) funds to the project. The owner has also committed to providing up to \$100,000.00 in owner's equity towards construction, equipment, contingencies, and a food truck to operate his business while the building is being reconstructed, for a total of approximately \$345,000. This amount, coupled with the \$75,000.00 approved for the CIP grant and \$10,000.000 for approval of the BIIG would total approximately \$430,000 towards both the new construction and acquisition of a food truck which would be required to remain within the CRA District during normal business operating hours.

Therefore, a request is now being made to convert the CIP project into a demolition and new construction and approval of last year's BIIG application for purchase of a food truck/equipment in the amount of \$10,000.00. The new timeline for completion of re-construction, inclusive of final inspection, is July 31, 2023.

Attached, as requested is an update of the CIP grant-funded project, funding, personnel plan, as well as a timeline for the completion of the project and an implementation plan for the use and operation of the food truck.

Attachments

# Memorandum



**Date:** February 10, 2022

**To:** Jorge M. Fernandez, Executive Director  
NW 7th Avenue Community Redevelopment Agency

**From:** Clarence Brown, Division Director  
Public Housing and Community Development

**Subject:** New Design Directive for Cliff's Restaurant Miami, Inc.

A handwritten signature in blue ink, appearing to read "Clarence Brown", written over the "From:" line.

Attached for your review and approval is the proposed budget, schedule, and food truck operating plan for the new design directive for the Cliff's Restaurant Rehabilitation project.

On December 9, 2021, PHCD received a request from the project owner, Mr. Clifton Samuels, to change the project's design directive from repair/replacement to reconstruction of the restaurant, keeping the design and footprint of the building as close as possible to it is now. Based on the age and existing conditions of the building, the project architect has advised that the building should be demolished. Major structural repairs are needed to make the existing structure safe for occupancy. Such repairs present significant challenges and risks due to the likelihood of unforeseen conditions, which would result in numerous safety issues and substantial costs beyond the available funds. It will be cheaper, faster, more cost effective, and safer to reconstruct the building utilizing a similar footprint and design to the current building. As such, PHCD has approved the new design directive to ensure that the rehabilitation is carried out in a safe and cost-effective manner.

In addition to the FY2014 CDBG award (\$75,000), PHCD has allocated an additional \$170,000.00 in CDBG-CV funds to the project. The owner has also committed to providing up to \$100,000 in owner's equity for construction, equipment, contingencies, and a food truck to operate his business while the building is being reconstructed.

If you have any questions or concerns, please contact Clarence Brown at 786-469-2258.

## Attachments

c: Tangie C. White, Assistant Division Director, PHCD  
Ron Williams, HCD Manager, PHCD  
Xavier Vega, Project Manager, PHCD

**CLIFF'S RESTAURANT MIAMI, INC.**  
**CLIFF'S RESTAURANT REHAB**  
**FY 2021 CDBG-CV3**  
**May 30, 2014 thru April 20, 2023**

**DETAILED BUDGET**

CATEGORIES	CDBG	CDBG-CV3	CRA - Rehab	CRA - BIG	OWNER	TOTAL
A/E Services	\$ 15,000.00	\$ 21,000.00	\$ -	\$ -	\$ -	\$ 36,000.00
Demolition	\$ 12,300.00		\$ -	\$ -	\$ -	\$ 12,300.00
GC Contract (Demolition & Construction)	\$ -	\$ 143,000.00	\$ 61,420.43	\$ -	\$ 50,000.00	\$ 254,420.43
Equipment	\$ -	\$ -	\$ -	\$ -	\$ 25,000.00	\$ 25,000.00
Other Soft Costs (Insurance, Permits, Inspections, Fees, etc.)	\$ 1,469.75	\$ 5,000.00	\$ 13,579.57	\$ -	\$ -	\$ 20,049.32
Food Truck Trailer & Related Expenses	\$ 48,201.06	\$ -	\$ -	\$ 10,000.00	\$ 25,000.00	\$ 83,201.06
Miami-Dade County Sign	\$ -	\$ 1,000.00	\$ -	\$ -	\$ -	\$ 1,000.00
<b>TOTALS</b>	<b>\$ 76,970.81</b>	<b>\$ 170,000.00</b>	<b>\$ 75,000.00</b>	<b>\$ 10,000.00</b>	<b>\$ 100,000.00</b>	<b>\$ 431,970.81</b>

**OTHER FUNDING**

CRA Rehab Grant	\$ 75,000.00
CRA BIG	\$10,000
Owner Equity	\$100,000
<b>TOTAL</b>	<b>\$ 185,000.00</b>

**CLIFF'S RESTAURANT MIAMI, INC.**  
**CLIFF'S RESTAURANT REHAB**  
**FY 2021 CDBG-CV3**  
**May 30, 2014 thru April 20, 2023**

**SCHEDULE**

<b>Scope of Work Activities/Benchmarks</b>	<b>Estimated Date of Completion</b>
Executed A/E Change Order & Notice to Proceed	2/4/2022
Survey	2/18/2022
Preliminary Design	4/1/2022
Procurement of Food Truck	7/1/2022
Construction Documents	7/1/2022
Plans Processing	9/30/2022
Construction Bidding	10/21/2022
Award Bid/ Executed Contract with GC	11/4/2022
Issuance of building permit and subpermits	11/11/2022
Notice to Proceed	12/2/2022
Start Date for Reconstruction	1/2/2023
Substantial Completion of Reconstruction	6/30/2023
Final Inspection	7/31/2023

## Offerings

Cliff's Food Truck will offer West Indian and American cuisine, to include:

- Stew Beef & Pork
- Oxtail
- Jerk Chicken & Pork
- Curry Chicken & Goat
- BBQ
- Fried Chicken
- Desserts & More

## Distribution

The food truck will be the sole distribution point during the reconstruction of Cliff's Restaurant. The proposed food truck hours are 10am to 12 midnight, seven days per week. The food truck will be located on the property of Cliff's Restaurant, 10740 NW 7th Ave, Miami, FL 33168, and in the surrounding neighborhood along NW 7<sup>th</sup> Avenue. Cliff's Restaurant is located within the North Central Urban Area District (NCUAD). Local zoning restrictions permit mobile operations in NCUAD.

## Personnel Plan

The personnel plan calls for a minimum of 112 weekly work hours to execute and manage operations. Staff will consist of 4 full-time positions and 4 part-time positions. At any given time, there will be three workers in the food truck, including one manager, one head chef, and one assistant who will greet customers, take orders, and assist the chef.

### Full-Time Positions

- Manager 1
- Manager 2
- Head Chef 1
- Head Chef 2

### Part-Time Positions

- Chef/Assistant 1
- Chef/Assistant 2
- Chef/Assistant 3
- Chef/Assistant 4

## Timeline

The timeline illustrated below shows the specific activities that are scheduled to take place during the next 18 months:

- Purchase Food Truck and Equipment – 2/1/2022 to 7/1/2022
- Certificate of Use (CU) - 7/1/2022 to 10/1/2022
- Food Truck Grand Opening – 10/1/2022
- Reconstruction of Cliff's Restaurant – 1/2/2023 to 7/31/2023



**EXHIBIT 1**

**AMENDMENT NO. 1 TO COMMERCIAL IMPROVEMENT GRANT  
BETWEEN  
THE NW 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
AND  
CLIFF'S RESTAURANT MIAMI INC.**

This Amendment No. 1 ("Amendment") is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022, to amend the Commercial Improvement Grant Agreement ("Agreement"), dated January 9, 2015, between the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency ("CRA"), whose address is 111 N.W. 1st Street, 22<sup>nd</sup> Floor, Miami, Florida 33128, and Cliff's Restaurant Miami Inc. ("Owner") whose business address is 10740 N.W. 7<sup>th</sup> Avenue, Miami, Florida 33168.

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

**WHEREAS**, the CRA has approved the implementation of the NW 7<sup>th</sup> Avenue a Commercial Improvement Program ("CIP), which is designed to support the growth and expansion of businesses within the Redevelopment Area (the "Area"), and encourage businesses to relocate within the Area by providing capital investments to assist in their processes, products, and service delivery; and

**WHEREAS**, the Agency has entered into that certain Commercial Improvement Agreement ("Agreement") with the Owner; and

**WHEREAS**, on October 10, 2018, the CRA reinstated the Agreement with the Owner and approved an additional \$25,000.00 in CIP grant funds, and extended the Agreement for until April 30, 2020; and

**WHEREAS**, in March 2020, emergency declarations issued by the Governor and the County Mayor, which ordered the closure of non-essential and commercial businesses due to the novel coronavirus disease 2019 ("COVID-19") pandemic; and

**WHEREAS**, as a result, the Owner was forced to close its business for four months and the construction timeline for the rehabilitation project was significantly impacted and a subsequent extension was approved of the Agreement by the CRA until June 30, 2021; and

**WHEREAS**, on June 1, 2021, due to additional challenges identified by the architect-of-record, a third extension was administratively approved for December 31, 2022; and

**WHEREAS**, the CRA and the Owner wish to amend the Agreement to extend its term and to permit Owner to

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

I. The above recitals are incorporated herein and are approved.

II. Paragraph 1 of the Agreement entitled "Term of the Agreement" is hereby amended to read as follows:

The term of this Agreement shall take effect January 9, 2015 and expire September 30, 2023, unless terminated by either party.

- III. The last paragraph in Paragraph 2 of the Agreement entitled "Scope of Services" is deleted in its entirety, and the following language is hereby inserted:

Owner shall demolish the commercial building located at 10740 NW 7<sup>th</sup> Avenue ("Premises") and construct a new commercial restaurant on the Premises. Such demolition and construction shall conform to the adopted "Procedures Manual Related to the Improvement Program for Commercial and Industrial Buildings (Attachment A) and meet all code requirements of Miami-Dade County. Owner shall obtain all required permits prior to commencing the demolition and construction contemplated herein.

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]





IN WITNESS WHEREOF the CRA and Cliff's Restaurant Miami Inc. have accepted, made and executed this Amendment upon the terms and conditions above stated on the day and year first above written.

**CLIFF'S RESTAURANT MIAMI INC.**

By: [Signature]

Name: Clifton Samuel

Title: President

Date: 3 / 18 / 2022

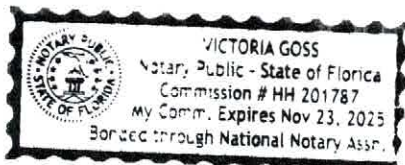
Attest: [Signature]  
Authorized person OR Notary Public

Print Name: Victoria Goss

Title: Notary

Date: 3 / 18 / 2022

Corporate Seal OR Notary Seal/Stamp



**N.W. 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY  
REDEVELOPMENT AGENCY, a body politic  
and corporate**

By: \_\_\_\_\_  
Rasha Cameau, Executive Director

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

WITNESS:

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

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

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

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

[Signature]

Exhibit 2



**BUSINESS INNOVATION AND INVESTMENT GRANT AGREEMENT  
BETWEEN CLIFF'S RESTAURANT MIAMI INC. AND THE  
N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**

This **Business Innovation and Investment Grant Agreement** (Agreement) is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022, between the N.W. 7th Avenue Corridor Community Redevelopment Agency, (hereinafter referred to as "Agency") whose address is 111 N.W. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor, Miami, Florida 33128, and Clifton Samuels, owner of Cliff's Restaurant Miami Inc. whose business address is 10740 N.W. 7<sup>th</sup> Avenue, Miami, FL 33168, (hereinafter jointly referred to as "Grantee").

**WHEREAS**, Grantee has demonstrated his desire to purchase new equipment or technology, or improve or upgrade existing equipment or technology to be used directly in the business at the Grantee's address within the Agency; and

**WHEREAS**, these activities are directly and indirectly related to implementing the Agency and the Redevelopment Area's Community Redevelopment Plan; and

**WHEREAS**, the Agency has approved award of a Business Innovation and Investment Program Grant to the Grantee and wishes to fund improvements as allowable in the program,

**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:

**1. TERM OF THE AGREEMENT**

The term of this Agreement shall be for a period not to exceed twenty-four (24) months after the date this Agreement is executed by the Chairperson of the Agency or designee. However, all purchases made with grant funds shall be completed within six (6) months of the execution of this Agreement (Completion Date). The Grantee shall forfeit any grant funds which have not been expended and/or requested in a form acceptable to the Agency (i.e., original invoice) before or on the Completion Date. The Grantee must ensure all documentation is submitted to the Grant Program Administrator, Neighbors and Neighbors Association, Inc. (NANA) and is forwarded to the Agency within thirty (30) days after the Completion Date. The Grantee's failure to comply with the foregoing requirements shall be cause for termination of this Agreement.

**2. USE OF GRANT FUNDS**

The Agency shall fund the purchase of new equipment or technology, or improvements to equipment including, but not limited to:

- A. Process, manufacturing equipment and tools;
- B. Computers and computer software;



## Exhibit 2

- C. 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;
- D. Specialized furniture used directly for the making of products and/or delivery of services to customers (e.g. welding tables, barber chairs, etc.); and
- E. Equipment used to test and/or demonstrate the business's products or process (e.g. video monitors to display video produced by the business, or computers and smartphones to test software development).

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:

- i. Additional equity for loan application;
- ii. Matching funds for other grant or loan programs, and/or;
- iii. Interest rate write-down.

**Grantee shall ensure that all eligible equipment or technology that is purchased with grant funds will remain within the geographical boundaries of the community redevelopment area during normal business hours.**

### 3. **BUDGET**

The Agency agrees to pay from its Tax Increment Trust Fund the maximum amount of \$10,000.00. Said funds are to be used in accordance with the Business Innovation and Investment Grant Program.

The funding of this Agreement is subject to approval of the FY 2021-2022 budget by the Agency and the Board of County Commissioners (Board). In the event Grantee incurs expenses prior to approval of the Agency's budget, Grantee acknowledges and accepts that the Agency shall have no obligation under this Agreement to reimburse Grantee for such expenses until such time as the Agency's budget is approved. In the event the Agency's budget is not approved, this Agreement shall be terminated in accordance with Section 7 of this Agreement and the Agency shall have no further obligations to provide grant funding to Grantee.

### 4. **METHOD OF DISBURSEMENT**

Subject to the availability of grant funds, payments will be made for approved goods and services only according to the terms and conditions contained within this Agreement in an amount not to exceed the total maximum amount listed in Section 3. The Agency shall fund this program by method of direct payment to the vendor from whom the Grantee is purchasing equipment. These funds will be released either as a single disbursement or multiple disbursements at the discretion of the Agency, contingent on the submission by the Grantee of all required documentation in a form acceptable to the Agency, including documentation required under the Grant's *Vendor Payment Procedure* (Attachment B) and *Authorization to Release Funds* (Attachment C). Only after the Grantee submits all required documentation shall payment(s) be made payable only in the name of the authorized vendor(s) and checks will be released on the behalf of the Grantee. Payment shall be made at the discretion of the Agency to the Grantee, contingent on the submission by the Grantee of direct payment (i.e., cancelled check) for approved equipment, goods and/or services. Payment will not be made if documentation required by Vendor Payment Procedure and Authorization to Release Funds are incomplete.

### 5. **ADMINISTRATIVE CONDITIONS**

Grantee agrees to the terms and conditions specified in the adopted *Business Innovation and Investment Grant Application Package*, incorporated into this Agreement by reference as Attachment A.



## Exhibit 2

### 6. TRANSFER OF OWNERSHIP/ASSIGNMENT

This grant is awarded on the condition that the Grantee maintains ownership of or continues to operate the Grantee's business for a period of twenty-four (24) months from the effective date of this Agreement.

If the Grantee transfers ownership of the business or discontinues business operations before the expiration of the twenty-four (24) month period, the total amount awarded under this Agreement may be due and payable to the Agency its sole and absolute discretion.

This Agreement shall not be assigned in whole or in part by the Grantee without the prior written consent of the Agency, which consent may be withheld with the Agency's sole and absolute discretion. If assigned, the assignment shall be enforced against assignees and successors in interest.

### 7. TERMINATION

- a) This Agreement may also be terminated by the Agency for convenience or if the grant funds are not available for the reasons stated in Section 4 of this Agreement, upon sixty (60) days written notice by the terminating party to the other party of such termination in which event, Grantee shall be paid for eligible expenses incurred prior to termination date.
- b) The Agency may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
- c) The Agency may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- d) The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Agency through fraud, misrepresentation or material misstatement may be debarred from Agency contracting for up to five (5) years.
- e) In addition to cancellation or termination as otherwise provided in this Agreement, the Agency may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Grantee.
- f) In the event that the Agency exercises its right to terminate this Agreement, the Grantee shall not be entitled to any additional grant funds under this Agreement, and may be required to reimburse the Agency for any expended grant funds.

### 8. EVENT OF DEFAULT

- a) An Event of Default shall mean a breach of this Agreement by the 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:
  - i. the Grantee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Grantee's creditors, or the Grantee has taken advantage of any insolvency statute or debtor/creditor law or if the Grantee's affairs have been put in the hands of a receiver;
  - ii. the Grantee has failed to obtain the approval of the Agency where required by this Agreement;
  - iii. the Grantee has failed to provide "adequate assurances" as required under subsection b below;
  - iv. the Grantee has failed in the representation of any warranties stated herein.
  - v. the Grantee has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this Agreement.

## Exhibit 2

- b) When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Grantee's ability to perform under this Agreement or any portion thereof, the Agency may request that the Grantee, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Grantee's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Grantee for portions of the Services which the Grantee has not performed. In the event that the Grantee fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
- i. treat such failure as a repudiation of this Agreement; and
  - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- c) In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

### 9. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

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 the 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's reasonable satisfaction within a thirty (30) day period.

The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency's rights hereunder, so long as the Grantee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Agency prescribes. The default notice shall specify the date the Grantee shall discontinue the Services upon the Termination Date.

### 10. REMEDIES IN THE EVENT OF DEFAULT

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

- a) lost revenues to the extent the Grantee would otherwise be liable under applicable law as adjudicated by a court of competent jurisdiction;
- b) the difference between the cost associated with procuring Services hereunder and the amount actually and reasonably expended by the Agency for re-procurement of Services, including procurement and administrative costs; and
- c) such other direct damages.

The Grantee shall also remain liable for any liabilities and claims related to the Grantee's default. The Agency may also bring any suit or proceeding for specific performance or for an injunction.

### 11. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. The parties expressly waive any right to trial by jury in any litigation between the Agency and Grantee which arises out of or relates to the Agreement. Venue for any such litigation shall be in Miami-Dade County, Florida.

### 12. WARRANTIES OF GRANTEE; INDEMNIFICATION



## Exhibit 2

- A. Grantee hereby warrants and represents that at all times during the term of this Agreement that it shall maintain in good standing all required insurance, licenses, certifications, and permits required under federal, state, and local laws necessary to perform the Scope of Services.
- B. Grantee represents and warrants that it has good right, full power and lawful authority to enter into this Agreement.
- C. The Grantee shall indemnify and hold harmless the Agency and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorney's fees and costs of defense, which the Agency or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions, or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the 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 its officers, employees, agents, and instrumentalities as herein provided. This provisions shall survive the expiration or termination of this Agreement.

- D. No waiver of performance by the Agency shall be deemed a breach of contract.
- E. The Agency shall not be liable to any contractor, subcontractor, or vendor, nor shall any contractor, subcontractor, or vendor have any rights under this Agreement.

### 13. NON-DISCRIMINATION

Grantee agrees that it will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, national origin, ancestry, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, or veteran status and that Grantee shall abide by all Federal, State and local laws regarding discrimination.

### 14. ACCESS AND AUDITS

Grantee shall maintain and shall retain for a period of at least three (3) years after the completion of the performance of all work or services, adequate books, records, and documents to justify all fees, charges, expenses, and costs incurred concerning products, services, or work performed for the Agency pursuant to this Agreement. The Agency shall have access to all books, records, and documents required by this section for the purpose of inspection or auditing upon reasonable written notice during normal business hours at the office of the Grantee or at such a location mutually agreed upon by the Agency and Grantee.

### 15. REMEDIES FOR NON-COMPLIANCE OR DEFAULT:

- A. Grantee shall maintain any Agency-funded improvements completed as part of this Agreement for a minimum period of three (3) years following the final inspection by the County. The improvements will remain serviceable throughout the three (3) year period.
- B. If Grantee fails to perform any of his obligations or materially breaches the terms of the Agreement, the Agency may impose fines and penalties, withhold eligibility for further benefits, recover payments made to Grantee, or take such other remedies that may be legally permitted.

## Exhibit 2

### 16. NOTICES

All notices and communications to the Agency and Grantee shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

**To Agency:**                    NW 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
   c/o Office of Management and Budget  
   111 N.W. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
   Miami, Florida 33128  
   Attention: Rasha Cameau, OMB

**With a copy to:**            Neighbors And Neighbors Association, Inc.  
   180 NW 62<sup>nd</sup> Street  
   Miami, Florida 33150  
   Attention: Leroy Jones, Executive Director

**To BIIG Grantee:**        Clifton Samuels, President/Owner  
   Cliff's Restaurant Miami Inc.  
   10740 NW. 7<sup>th</sup> Avenue  
   Miami, FL 33168  
   Telephone: (305) 754-2679

### 17. PUBLIC RECORDS

A. 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:

- i. Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the service;
- ii. 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;
- iii. 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
- iv. 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.

B. For purposes of this Section, 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



Exhibit 2

received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.

- C. 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.
- D. 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. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor  
Miami, Florida 33128  
Attention: Rasha Cameau  
Email: [rasha.cameau@miamidade.gov](mailto:rasha.cameau@miamidade.gov)**

- E. The terms set forth in this Section shall survive the termination of this Agreement.

**18. OFFICE OF THE INSPECTOR GENERAL/ INDEPENDENT PRIVATE INSPECTOR GENERAL**

- A. **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, 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 Cliff's Restaurant Miami Inc. (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 Cliff's Restaurant Miami Inc.'s (Grantee) prices and any changes thereto approved by the Agency, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Cliff's Restaurant Miami Inc. (Grantee), its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Agency to conduct an audit or investigate the operations, activities and performance of the Cliff's Restaurant Miami Inc. (Grantee) in connection with this Agreement. The terms of this Section 10 shall not impose any liability on the Agency by the Cliff's Restaurant Miami Inc. (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, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the Agency from progress payments to the Cliff's Restaurant Miami Inc. (Grantee). The audit cost shall also be included in all change orders and all contract renewals and extensions.

**Exception:** The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (i) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase



## Exhibit 2

orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements. Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all Agency contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed Agency and Cliff's Restaurant Miami Inc. (Grantee) 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 Cliff's Restaurant Miami Inc. (Grantee), its 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 Cliff's Restaurant Miami Inc. (Grantee) from the Inspector General or IPSIG retained by the Inspector General, the Cliff's Restaurant Miami Inc. (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 Cliff's Restaurant Miami Inc.'s (Grantee) possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

### 19. ENTIRE AGREEMENT

- A. This Agreement constitutes the sole and only agreement of the parties hereto, and correctly sets forth the rights, duties and obligations of the parties. There are no collateral or oral agreements or understandings between the Agency and Grantee relating to this agreement. Any promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner without the written consent of both the Agency and Grantee.
- B. The Chairperson or designee shall act for the Agency in approving any amendments or addenda to this Agreement and in extending or terminating this Agreement.
- C. This Agreement shall be governed by the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida or Leon County, Florida.
- D. This Agreement shall not be amended except by written instrument signed by all parties hereto.

## Exhibit 2

- E. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- F. The Office of Management and Budget shall serve as the Agency's contact person under this Agreement unless otherwise directed by the Agency.
- G. If there arises any conflicts of interpretation or conflicts between the Agreement and any Attachments or any other documents, the Agreement govern.
- H. This Agreement includes:

Attachment A: *Business Innovation and Investment Grant Application Package*

Attachment B: *Business Innovation and Investment Grant Vendor Payment Procedure*

Attachment C: *Business Innovation and Investment Grant Authorization to Release Funds*

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

Exhibit 2

IN WITNESS WHEREOF the Agency and Grantee have accepted, made and executed this Agreement upon the terms and conditions above stated on the day and year first above written.

CLIFF'S RESTAURANT MIAMI, INC:

By: *Clifton Samuels*

Name: Clifton Samuels

Title: President

Date: 3 / 18 / 2022

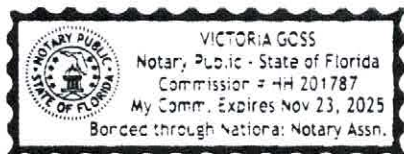
Attest: *Victoria Goss*  
Authorized person OR Notary Public

Print Name: Victoria Goss

Title: Notary

Date: 3 / 18 / 2022

Corporate Seal OR Notary Seal/Stamp



N.W. 7<sup>TH</sup> AVENUE CORRIDOR  
COMMUNITY REDEVELOPMENT  
AGENCY:

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

Name: Dr. Mae D. Bryant

Title: Chairperson

Date:       /      /      

WITNESS:

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

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

Date:       /      /      

Approved for form and legal sufficiency:

\_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

*OS*

Exhibit 2

**ATTACHMENT A**

***Business Innovation and Investment Grant Application Package***



Exhibit 2

**ATTACHMENT B**

***Business Innovation and Investment Grant Vendor Payment Procedure***



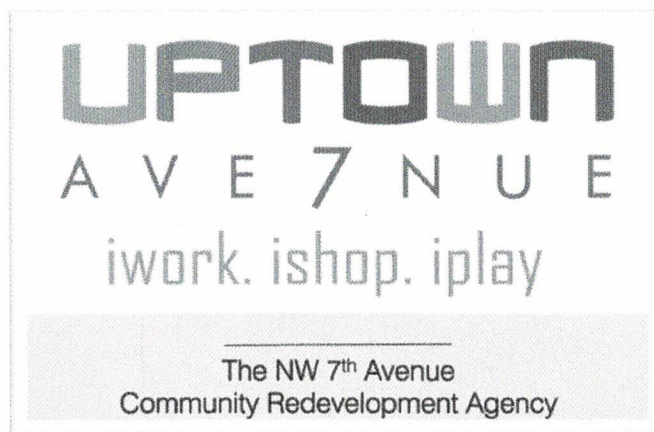
Exhibit 2

**ATTACHMENT C**

***Business Innovation and Investment Grant Authorization to Release Funds***



# N.W. 7<sup>th</sup> AVENUE COMMUNITY REDEVELOPMENT AGENCY



## BUSINESS INNOVATION & INVESTMENT GRANT PROGRAM MANUAL

November 2020

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## N.W. 7<sup>TH</sup> 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: <https://www8.miamidade.gov/global/government/boards/northwest-7th-avenue-cra.page>.

#### 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.

If a business is awarded a Business Improvement Grant Program (BIIG) grant for the maximum \$10,000, the business shall not be eligible to apply for any other N.W. 7th Avenue CRA grant program for a minimum period of two (2) years. Additionally, if a business is awarded a Commercial Improvement Program (CIP) grant for \$50,000 or less, they may be eligible for additional funding under another CRA grant, including the BIIG or Emergency Small Business Grant programs, during the same period.

##### C. CRA Grants Administrator/Grants Program Contacts

Leroy Jones, Executive Director  
Neighbors and Neighbors Association, Inc. (NANA)  
5120 N.W. 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		
<ul style="list-style-type: none"> <li>Process Manufacturing equipment and tools</li> </ul>	<ul style="list-style-type: none"> <li>Computers and computer software</li> </ul>	<ul style="list-style-type: none"> <li>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.</li> </ul>
<ul style="list-style-type: none"> <li>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.)</li> </ul>	<ul style="list-style-type: none"> <li>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).</li> </ul>	<ul style="list-style-type: none"> <li>COVID-19 related equipment, i.e., Personal Protective Equipment (PPE); signage; stickers.</li> <li>Note: cannot be used to purchase PPE-related items for resale</li> </ul>

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 within 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 will 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;
2. 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 which will be the grantees point of contact and information.
2. 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 page 8.
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.
5. Applications must be submitted during one of the annual application submission periods. See the N.W. 7th Avenue Agency website (<https://www8.miamidade.gov/global/government/boards/northwest-7th-avenue-cra.page>), 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\*;
3. Proof that the vendor is registered and ACTIVE with the state in which they are incorporated (i.e. <http://dos.myflorida.com/sunbiz/> 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.*

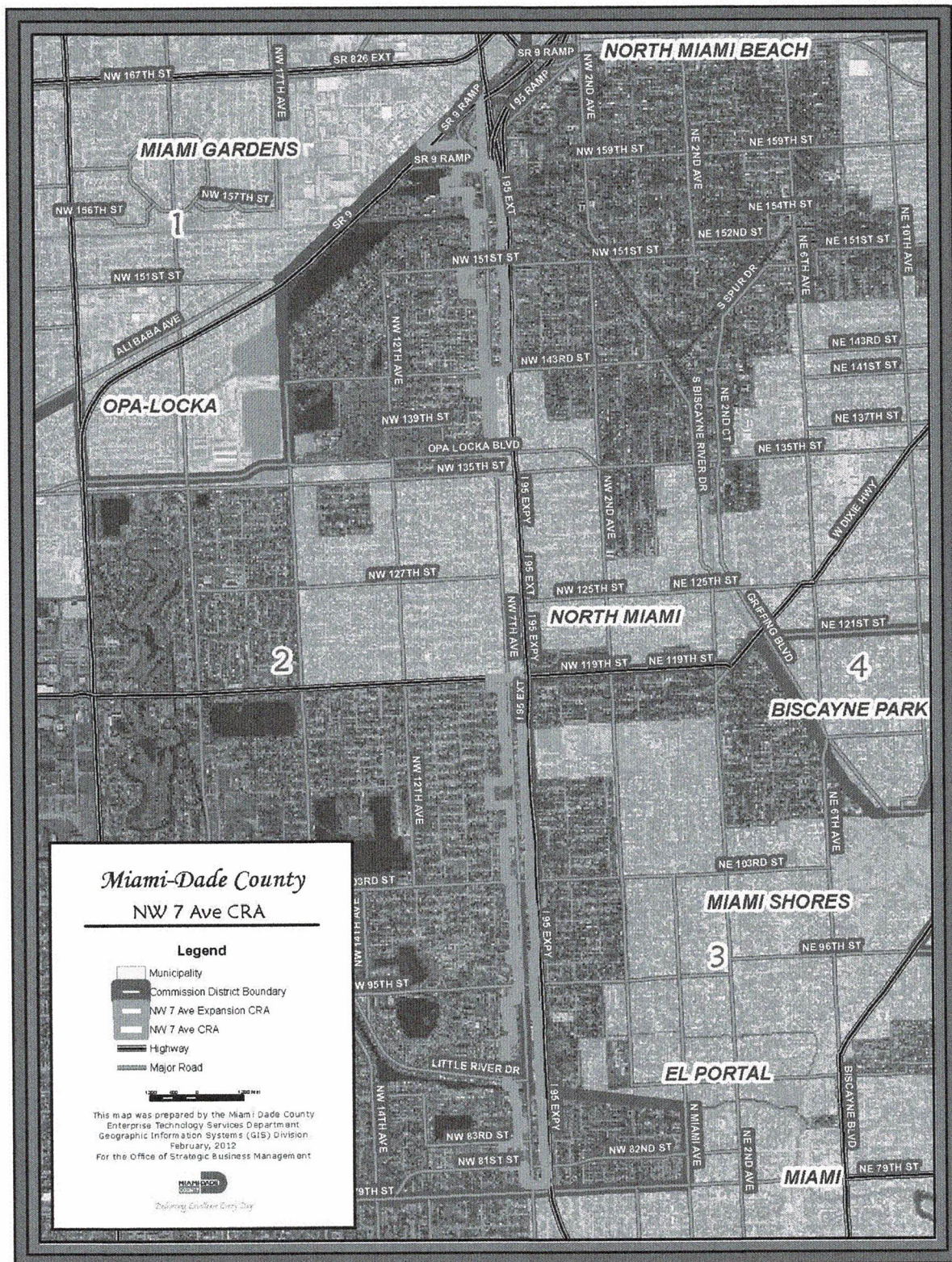
5. A complete and signed "Authorization to Release Funds" Form.

## **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.



## NW 7<sup>th</sup> Avenue Community Redevelopment Agency Map





## Uptown Avenue 7 CRA Target Industries

NAICS Number	Industry Sector	Industry Avg Annual Wage
2382	Building Equipment Contractors	\$50,960
2389	Other Specialty Trade Contractors	\$47,680
4422	Home Furnishings Stores	\$30,892
4441	Building Material and Supplies Dealers	\$33,864
4451	Grocery Stores	\$24,996
4461	Health and Personal Care Stores	\$36,576
4481	Clothing Stores	\$23,228
4522	General Merchandise Stores	\$22,376
4523	Department Store	\$28,132
4539	Art Dealers; Art galleries retailing art	\$36,476
5112	Software publishers	\$117,616
5121	Movie production and distribution (512110)	\$63,804
5121	Movie theaters, except drive-in (512131)	\$63,804
5122	Sound recording industries	\$105,976
5173	Telecommunications	\$94,692
5182	Data processing, hosting and related services	\$98,640
5222	Nondepository Credit Intermediation	\$104,388
5242	Agencies, Brokerages, and Other Insurance Related Activities	\$70,568
5311	Lessors of Real Estate	\$47,276
5312	Offices of Real Estate Agents and Brokers	\$75,624
541	Professional, Scientific, and Technical Services	
5411	Legal Services	\$141,608
5412	Accounting, Tax Preparation, Bookkeeping, and Payroll Services	\$78,132
5413	Architectural and engineering services	\$84,016
5415	Computer systems design and related services	\$98,432
5416	Management and technical consulting services	\$88,024
5417	Scientific research and development services	\$91,896
5419	Other professional and technical services	\$55,256
5511	Management of companies and enterprises	\$154,712
5617	Services to Buildings and Dwellings	\$25,488
6244	Child Day Care Services	\$22,860
7111	Performing arts companies	\$50,948
7225	Restaurants and Other Eating Places	\$25,156
8121	Personal Care Services	\$26,732

## Resources for Small Businesses

- Regulatory & Economic Resources Department, Small Business Development Resources  
<https://www.miamidade.gov/business/business-development-resources.asp>
- Internal Services Department, Small Business Development  
<http://www.miamidade.gov/smallbusiness/home.asp>
- 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

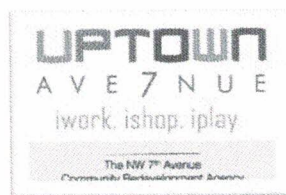
Miami Bayside Foundation  
<http://www.miamibaysidefoundation.org>  
25 SE Avenue, Suite 240  
Miami, FL 33131  
Phone (786) 703-5767

Florida Atlantic University – SBDC  
<http://www.fausbdc.com/>  
8500 SW 8<sup>th</sup> 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, 7<sup>th</sup> floor  
Miami, FL 33131  
Phone (305) 536-5521

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

Minority Business Development Agency Business Center – Miami  
<https://www.mbdba.gov/businesscenters/miami>  
9499 NE 2<sup>nd</sup> Avenue, Suite 204  
Miami, FL 33138  
Phone (305) 751-2907



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>

**RESOLUTION NO. CRA-02-2022**

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RETROACTIVELY AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE ACTION IN EXECUTING AMENDMENT NO. 8 TO THE CONTRACT WITH NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. IN AN AMOUNT NOT TO EXCEED \$80,000.00; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR THE EXECUTIVE DIRECTOR'S DESIGNEE TO EXERCISE ALL 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; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, that:

**Section 1.** The matter contained in the foregoing recital is incorporated in this Resolution by reference.

**Section 2.** This Board retroactively authorizes the Agency's Executive Director or Executive Director's designee action in executing Amendment No. 8 to the contract with Neighbors and Neighbors Association, Inc. (NANA) to extend the Agreement in an amount not to exceed \$80,000.00, in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference. This Board further authorizes the Executive Director or the Executive Director's designee to exercise all provisions contained therein.



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

Dr. Mae D. Bryant, Chairwoman \_\_\_\_\_  
Eugene Lomando, Vice Chairman \_\_\_\_\_  
John L. Gay, Jr. \_\_\_\_\_ Mack Samuel \_\_\_\_\_  
Yvonne White Edwards \_\_\_\_\_

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of April, 2022.

**N.W. 7<sup>th</sup> AVENUE COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Mack Samuel  
N.W. 7<sup>th</sup> Avenue CRA Secretary

Approved as to  
form and legal sufficiency. \_\_\_\_\_

Terrence A. Smith

**Date:** April 27, 2022

**To:** Mae Bryant, Chairwoman and Board Members  
NW 7<sup>th</sup> Avenue Community Redevelopment Agency

**From:** Rasha Cameau , Executive Director  
NW 7<sup>th</sup> Avenue Community Redevelopment Agency

**Subject:** Retroactive Approval of Amendment No. 8 with Neighbors and Neighbors Association, Inc. for Coordination Services

---

**Recommendation**

It is recommended that the Board of Commissioners (Board) of the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency ("Agency") retroactively approve the Executive Director or Executive Director's designee's action in executing Amendment No. 8 to the current contract with Neighbors and Neighbors Association, Inc. (NANA), in the amount not to exceed \$80,000.00, and to exercise all provisions contained therein.

**Fiscal Impact**

A total of \$80,000 was budgeted for FY 2020-21 for the Agency's Grants Coordination services.

**Background**

On March 18, 2013, the Agency entered into a Memorandum of Understanding (MOU) with NANA, for grant coordination services. Since the initial MOU, the Agency has exercised several contract extensions; the most recent being Amendment No. 7 on May 11, 2020, through Board Resolution #CRA-03-2020. Resolution #CRA-02-2019 authorized the Executive Director or Executive Director's designee to execute an amendment for the operation and management of the CRA's Covid-19/emergency grant program.

Following discussion at the April 27, 2021 CRA meeting in relation to the challenges experienced with recruiting qualified businesses (based on the revised program parameters) the Board requested that staff sunset the emergency grant program and negotiate Amendment No. 8 with NANA for continued grant services for the regular programs and bring it back at the next regular meeting. However, due to COVID spikes, no meetings were scheduled. Further, since NANA's agreement was set to expire on May 24, 2021, the Executive Director executed Amendment No. 8; in an effort to ensure that NANA could continue providing grant services to the Agency.

During the term of the MOU, NANA continued to market and publicize the Agency's grant programs; began working with the newly approved grantees; processed grant payment packages; assisted businesses with the vendor registration process/transfer over from the County's legacy finance system; coordinated with the Agency's economic development and marketing liaison firms; and successfully closed out the COVID-19/emergency grant program.

For the reasons enumerated herein, staff is recommending retroactive approval of Amendment No. 8 for continued grant coordination services by NANA.

Attachments

**Exhibit 1**

**Amendment No. 8**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE NW 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
AND  
NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.**

This Amendment No. 8 ("Amendment") is entered this 13<sup>th</sup> day of March, 2021, to amend the Memorandum of Understanding ("MOU"), dated March 18, 2013, between the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency ("CRA"), whose address is 111 N.W. 1st Street, 22<sup>nd</sup> Floor, Miami, Florida 33128, and Neighbors and Neighbors Association, Inc. ("NANA") whose business address is 5120 N.W. 24<sup>th</sup> Avenue, Miami, Florida 33142 for grants administration.

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

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

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

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

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

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

**WHEREAS**, on April 27, 2021, the Board authorized the CRA Executive Director to negotiate Amendment Number 8 with NANA;

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

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

**ARTICLE II,  
TERM OF AGREEMENT**

- A. The term of this Agreement shall take effect March 13, 2021 and expire March 31, 2022, unless terminated by either party.

III. Article IV, entitled "PAYMENT", is hereby amended to read as follows:

**ARTICLE IV  
PAYMENT**

- A. **Payment.** The CRA shall fund up to a maximum \$80,000.00 of the cost of the Work and Services performed under this MOU. The CRA shall pay NANA in good equal monthly installments. All invoices shall be approved by NANA prior to submittal to the CRA and in accordance with the scope of work/services as more fully described in Attachment A.
- B. NANA warrants that it has reviewed the CRA's requirements and has asked such questions and conducted such other inquiries as NANA deemed necessary in order to determine the price NANA will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of (\$80,000.00) (Contract Price). Notwithstanding the foregoing Contract Price, the parties acknowledge that the CRA will encumber \$80,000.00 of FY 2020-21 tax increment financing funds for this Contract, subject to the approval of the CRA and the Miami-Dade Board of County Commissioners' approval of the CRA's FY 2020-2021 budget. The CRA shall have no obligation to pay NANA any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the CRA and NANA.
- C. All Services undertaken by NANA before CRA's approval of this Contract shall be at NANA's risk and expense.
- D. With respect to travel costs and travel-related expenses, NANA agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The CRA shall not be liable for any such expenses that have not been approved in advance, in writing, by the CRA. Additionally, all collateral materials, reports, studies and other printed material will be reproduced and reimbursed by the CRA.
- E. Upon receipt and review of a proper invoice submitted by NANA, the CRA shall reimburse NANA in a timely manner as prescribed herein. In accordance with Sections 218.73, 218.74, and 218.76, Florida Statutes, upon receipt of a proper invoice, the CRA shall reimburse NANA within forty-five (45) calendar days. In accordance with Section 2-8.1.4 of the Code of Miami-Dade County, known as the Sherman S. Winn Prompt Payment Ordinance, and Miami-Dade County Administrative Order 3-19, Prompt Payment, upon receipt of a proper invoice, the CRA shall reimburse NANA within forty-five (45) calendar days; or within thirty (30) calendar days if NANA is a small business, a minority business, or a women business enterprise. Failure of the CRA to adhere to the Prompt Payment requirements described herein shall render the CRA subject to paying interest on the amount due to NANA. The NANA shall also pay its subcontractor(s) as authorized under this agreement in a timely manner as indicated in the corresponding subcontract.




- IV. The Scope of Work attached hereto as Attachment A and incorporated herein by reference shall replace Attachment A of the MOU in its entirety.
- V. The Amended Contractor Rate and Fee Schedule attached hereto as Attachment B and incorporated herein by reference shall replace Attachment B of the MOU in its entirety.
- VI. All provisions in the MOU and any attachments thereto in conflict with this Amendment shall be and hereby are changed to conform with this Amendment.
- VII. All other terms and conditions not in conflict with this Amendment remain unchanged as agreed to in the original MOU.
  
- IX. **Counterparts.** This MOU is executed in three (3) counterparts, and each counterpart shall constitute an original of this MOU.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]



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

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

By:   
Signature

Leroy Jones, Executive Director  
Name/Title (typed)

Date: 5/19/2021

ATTEST:

By: 

Nadege Barthelemy, Receptionist  
Name/Title (typed)

(Corporate Seal)




**N.W. 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY  
REDEVELOPMENT AGENCY, a body politic  
and corporate**

By:   
Jorge Fernandez, Executive Director


Date: 5/24/21

ATTEST:

By:   
Mack Samuel, Secretary

Date: 5/24/21

Approved as to form and legal sufficiency:

By:   
Terrence A. Smith  
Assistant County Attorney

## **ATTACHMENT B**

### **AMENDED CONTRACTOR RATE AND FEE SCHEDULE**

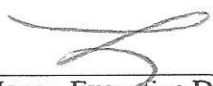
#### **A. Grant Coordination Services**

The total cost to deliver the Scope of Work Services (Scope) is \$80,000.00 annually, payable in equal monthly installments of \$6,666.66 over the twelve (12) month fiscal year.

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

**ATTACHMENT A**  
**SCOPE OF WORK SERVICES – GRANTS PROGRAM**

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

  
\_\_\_\_\_  
Leroy Jones, Executive Director  
Neighbors and Neighbors Association, Inc.

5 / 19 /2021  
\_\_\_\_\_  
Date



**RESOLUTION NANA 2021 - 2022**

**AMENDMENT No. 8**


**RESOLUTION AUTHORIZING EXECUTION OF ONE (1) CONTRACT AMENDMENT No. 8 BETWEEN THE 7<sup>TH</sup> AVE. CORRIDOR COMMUNITY REDEVELOPMENT AGENCY AND NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.**

**WHEREAS** this Board desires to accomplish the objectives outlined in the scope of service of the Memorandum of Understanding with the 7<sup>th</sup> Ave. Corridor Community Redevelopment Agency.

**NOW, THEREFORE, BE IT RESOLVED** by the Board of Directors of Neighbors and Neighbors Association, Inc., approves one (1) contract Amendment No. 8 with the 7<sup>th</sup> Ave. Corridor Community Redevelopment Agency to carry out Economic Development activities and hereby authorizes Josette Elysée, President and/or Leroy Jones, Executive Director, to execute in the name of and on behalf of Neighbors and Neighbors Association, Inc.

The foregoing resolution was offered by Teresa Leflore, who moved its adoption; the motion was seconded by Trenise Cannon.

The President thereupon declared this resolution duly passed and adopted this 19th day of May 2021.

  
Signature: Secretary

**AGENCY SEAL**



**RESOLUTION NO. CRA-03-2022**

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY RETROACTIVELY AUTHORIZING THE AGENCY'S EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE ACTION IN EXECUTING AMENDMENT NO. 9 TO THE CONTRACT WITH NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. IN AN AMOUNT NOT TO EXCEED \$50,000.00; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR THE EXECUTIVE DIRECTOR'S DESIGNEE TO EXERCISE ALL 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; and

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**, that:

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

**Section 2.** This Board retroactively authorizes the Agency's Executive Director or Executive Director's designee to execute Amendment No. 9 to the contract with Neighbors and Neighbors Association, Inc. (NANA) to extend the Agreement for an additional six months in an amount not to exceed \$50,000.00, in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference. This Board further authorizes the Executive Director or Executive Director's designee to exercise all provisions contained therein.

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

Dr. Mae D. Bryant, Chairwoman \_\_\_\_\_  
Eugene Lomando, Vice Chairman \_\_\_\_\_  
John L. Gay, Jr. \_\_\_\_\_ Mack Samuel \_\_\_\_\_  
Yvonne White Edwards \_\_\_\_\_

The Chairperson thereupon declared the resolution duly passed and adopted this 27th day of April, 2022.

**N.W. 7<sup>th</sup> AVENUE COMMUNITY  
REDEVELOPMENT AGENCY AND  
ITS BOARD OF COMMISSIONERS**

By: \_\_\_\_\_  
Mack Samuel  
N.W. 7<sup>th</sup> Avenue CRA Secretary

Approved as to  
form and legal sufficiency. \_\_\_\_\_

Terrence A. Smith





The NW 7<sup>th</sup> Avenue  
Community Redevelopment Agency

**Date:** April 27, 2022

**To:** Mae Bryant, Chairwoman and Board Members  
NW 7<sup>th</sup> Avenue Community Redevelopment Agency

**From:** Rasha Cameau, Executive Director  
NW 7<sup>th</sup> Avenue Community Redevelopment Agency

A handwritten signature in blue ink, appearing to read "R. Cameau", is written over the "From:" line.

**Subject:** Retroactive Approval of Amendment No. 9 with Neighbors and Neighbors Association, Inc. for Grants Coordination Services

---

### **Recommendation**

It is recommended that the Board of Commissioners (Board) of the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency ("Agency") retroactively approve the Executive Director or Executive Director's designee's action in executing Amendment No. 9 to the current contract with Neighbors and Neighbors Association, Inc. (NANA), in the amount not to exceed \$50,000.00, and to exercise all provisions contained therein.

### **Fiscal Impact**

A total of \$90,000 has been budgeted for FY 2021-22 for the Agency's grants coordination services.

### **Background**

On March 18, 2013, the Agency entered into a Memorandum of Understanding (MOU) with NANA, for grant coordination services. Since the initial MOU, the Agency has exercised several contract extensions. Most recently, the Executive Director executed Amendment No. 8 in the amount of \$80,000.00 in May of 2021.

During the term of the MOU, NANA has assisted small businesses with technical assistance (i.e., registrations, licensing, etc.) with Agency, County and federal funding programs; marketed (disseminated applications through direct outreach/door knocking) the Agency's grant programs; managed the Covid-19/Emergency Grant Program; coordinated with the CRA's economic development and marketing liaison firms; facilitated registration of grantees as County vendors; conducted in-person and virtual grant orientations for interested businesses; reviewed and ranked grant applications; participated in the grant selection committee; provided support to grantees through the grant process continuum; and processed grant payment packages.

Presently, NANA is again spearheading the latest round of grant submissions. The deadline for receipt of applications for the Spring 2022 cycle was March 31, 2022. NANA's contract expired on March 31, 2022. NANA has indicated their willingness to accept a six-month extension in order to see the Spring 2022 grants selection process through, as it is staff's intent to release a global request of proposals for consultant services for economic development and grant services for all of the Unincorporated Municipal Service Areas (UMSA) CRAs, in the hopes of minimizing the need to release several procurements for multiple Agency's each year and to obtain economies of scale. The request for proposals is scheduled to be released in June and the selection process is expected to conclude by September.

For the reasons enumerated herein, staff is recommending retroactive approval of Amendment No. 9 for continued grant coordination services by NANA.

Attachments

**Amendment No. 9**

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE NW 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
AND  
NEIGHBORS AND NEIGHBORS ASSOCIATION, INC.**

This Amendment No. 9 (“Amendment”) is entered this 31<sup>st</sup> day of March, 2022, to amend the Memorandum of Understanding (“MOU”), dated March 18, 2013, between the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency (“CRA”), whose address is 111 N.W. 1st Street, 22<sup>nd</sup> Floor, Miami, Florida 33128, and Neighbors and Neighbors Association, Inc. (“NANA”) whose business address is 5120 N.W. 24<sup>th</sup> Avenue, Miami, Florida 33142 for grants administration.

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

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

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

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

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

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

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

**WHEREAS**, on March 10, 2022, the CRA’s Executive Director negotiated Amendment No. 9 with NANA to prevent an interruption in services,

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

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

**ARTICLE II,  
TERM OF AGREEMENT**

- A. The term of this Agreement shall take effect March 31, 2022 and expire September 30, 2022, unless terminated by either party.

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

**ARTICLE IV  
PAYMENT**

- A. **Payment.** The CRA shall fund up to a maximum \$50,000.00 of the cost of the Work and Services performed under this MOU. The CRA shall pay NANA in good equal monthly installments. All invoices shall be approved by NANA prior to submittal to the CRA and in accordance with the scope of work/services as more fully described in Attachment A.
- B. NANA warrants that it has reviewed the CRA's requirements and has asked such questions and conducted such other inquiries as NANA deemed necessary in order to determine the price NANA will charge to provide the Work and Services to be performed under this Contract. The compensation for all Work and Services performed under this Contract, including all costs associated with such Work and Services, shall be in the total amount of (\$50,000.00) (Contract Price). Notwithstanding the foregoing Contract Price, the parties acknowledge that the CRA will encumber \$50,000.00 of FY 2021-22 tax increment financing funds for this Contract, subject to the approval of the CRA and the Miami-Dade Board of County Commissioners' approval of the CRA's FY 2021-2022 budget. The CRA shall have no obligation to pay NANA any additional sum in excess of this amount, except for a change and/or modification to the Contract, which is approved and executed in writing by the CRA and NANA.
- C. All Services undertaken by NANA before CRA's approval of this Contract shall be at NANA's risk and expense.
- D. With respect to travel costs and travel-related expenses, NANA agrees to adhere to Section 112.061 of the Florida Statutes as they pertain to out-of-pocket expenses, including employee lodging, transportation, per diem, and all miscellaneous cost and fees. The CRA shall not be liable for any such expenses that have not been approved in advance, in writing, by the CRA. Additionally, all collateral materials, reports, studies and other printed material will be reproduced and reimbursed by the CRA.
- E. Upon receipt and review of a proper invoice submitted by NANA, the CRA shall reimburse NANA in a timely manner as prescribed herein. In accordance with Sections 218.73, 218.74, and 218.76, Florida Statutes, upon receipt of a proper invoice, the CRA shall reimburse NANA within forty-five (45) calendar days. In accordance with Section 2-8.1.4 of the Code of Miami-Dade County, known as the



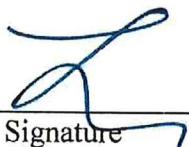
Sherman S. Winn Prompt Payment Ordinance, and Miami-Dade County Administrative Order 3-19, Prompt Payment, upon receipt of a proper invoice, the CRA shall reimburse NANA within forty-five (45) calendar days; or within thirty (30) calendar days if NANA is a small business, a minority business, or a women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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

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

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

By:   
Signature

LEROY JONES, Executive Director  
Name/Title (typed)

Date: 3/31/22

ATTEST:

By: 

Brianna Clarke, Office Assistant  
Name/Title (typed)

(Corporate Seal)



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

By:   
Rasha Cameau, Executive Director

Date: 4/14/2022


ATTEST:

By: 

Name: Chimene Y. Graham

Date: 4/14/2022

Approved as to form and legal sufficiency:

By:   
Terrence A. Smith  
Assistant County Attorney

## ATTACHMENT A

### SCOPE OF WORK SERVICES – GRANTS PROGRAM

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

  
\_\_\_\_\_  
Leroy Jones, Executive Director  
Neighbors and Neighbors Association, Inc.

3/31/2022  
Date



## **ATTACHMENT B**

### **AMENDED CONTRACTOR RATE AND FEE SCHEDULE**

#### **A. Grant Coordination Services**

The total cost to deliver the Scope of Work Services (Scope) is \$50,000.00 annually, payable in equal monthly installments of \$8,333.33 over the six (6) month period.

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