



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

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

**June 30 , 2022**  
**6PM**

- I. Call to Order
- II. Roll Call and Introductions
- III. Reasonable Opportunity for the Public to be Heard – 2 minutes per speaker
- IV. Approval of Agenda
- V. Approval of Minutes
  - A. April 27, 2022
- VI. Action Items
  - A. Resolution Approving Amendment No. 5 with Miami Urban Contemporary Experience LLC for Marketing and Business Outreach Services in the Amount of \$146,000
  - B. Resolution Approving Award of the FY 2021-2022 Commercial Improvement Program and Business Innovation & Investment Grants
- VII. Adjournment



## 7<sup>TH</sup> AVENUE CORRIDOR REDEVELOPMENT AGENCY EMERGENCY VIRTUAL MEETING

**OFFICIAL MINUTES – WEDNESDAY, APRIL 27, 2022**

- I. Call to Order – CRA Board Chairwoman Bryant called the meeting to order at 6:01 p.m.
- II. Board Member Roll Call/Introductions
- III. Introduction of new OMB Assistant Director, Rasha Cameau
 

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

Others Present:  
 Rasha Cameau and Chimene Y. Graham, Office of Management and Budget (OMB)  
 Terrence Smith, County Attorney's Office (CAO)  
 Leroy Jones, Neighbors And Neighbors Association, Inc.
- IV. Public Comment/Reasonable Opportunity to be Heard – Xavier Vega (PHCD), Tangi White (PHCD) and Leroy Jones all spoke in support of Cliff's Restaurant's agenda item. PHCD gave background into the Inspector's assessment of the structure and indicated that they were in full support of the project being approved for demolition and a re-build as well as the BIIG application for a food truck, so as to mitigate the economic impact to the employees as a result of the restaurant's closure during construction.
- V. Approval of Agenda – Gene Lomando moved approval to take up Action Item VII (A) ahead of the Minutes, with a second from Yvonne White Edwards. Motion passed.
- VI. Approval of April 27, 2022 Minutes – Moved by Mack Samuel with a second from Gene Lomando. Motion passed.
- 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–Motion to approve was proffered by Gene Lomando, with a Second from Mack Samuel. Motion passed.
  - 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– Motion to approve was proffered by Mack Samuel, with a Second from Gene Lomando. Motion passed.
  - 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–Motion to approve was proffered by Yvonne White Edwards, with a Second from Mack Samuel. Motion passed.
- VIII. Discussion Items
  - A. CRA Program Manager/Global RFP–Rasha explained the need to hire a “boots-on-the-ground” program manager who would be split between NW 7<sup>th</sup> Avenue CRA and NW 79<sup>th</sup> Street CRA. This position will be responsible for the day-to-day, hands-on implementation of the policies, programs, and projects of the CRA and will be a County employee out-posted within one of the CRA districts. Additionally, Rasha indicated that staff was working on a global RFP for CRA Services (Grants Administrator, Economic Development Coordinator) for the four unincorporated CRAs under our direct purview (NW 7<sup>th</sup> Avenue; NW 79<sup>th</sup> Street; Naranja Lakes and West Perrine). This concept would minimize the need to produce multiple solicitations each year. Bidders will have the option of bidding one CRA or any combination thereof. We anticipate releasing by September/October 2022.
  - B. Retreat–In light of the periodic interruptions due to Covid and the departure of the Economic Development Coordinator, Chairwoman Bryant requested a retreat. A retreat will be scheduled for the July/August timeframe and a follow-on Retreat (if needed) for September/October.
- IX. Adjournment – 7:01 p.m.

**Date:** June 30, 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:** Resolution: Approval of Amendment No. 5/Option-to-Renew No. 4 with Miami Urban Contemporary Experience, LLC for Marketing/Website Services

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**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 authorize and approve the Executive Director or Executive Director's designee's action in executing Amendment No. 5 to the current contract with the Miami Urban Contemporary Experience, LLC (MUCE), in the amount not to exceed \$146,000.00 for the purpose of covering the cost associated with marketing, event management, production and promotion services for the 2022 Uptown Avenue 7 Arts and Culture Festival (Street Fair), and to exercise all provisions contained therein.

**Fiscal Impact**

A total of \$200,000.00 has been budgeted for FY 2021-22 for the Agency's marketing/website services.

**Background**

On September 20, 2018, the Agency entered into an Agreement with MUCE, to provide marketing services for an annual Arts and Culture Festival (CRA Resolution # 07-2018). Subsequently, the Board has approved three additional options-to-renew. The most recent occurred on April 27, 2021, wherein the Agency entered into an Agreement with MUCE, to provide various marketing/website development services (\$6,000.00) and a community arts and culture festival (\$135,000.00) for approximately \$141,000.00. This amount did not include the approximately \$30,000 of in-kind and grants MUCE received from various other sources (i.e., Commissioner Monestime, Miami-Dade County Libraries, Miami-Dade County Cultural Affairs Department, Miami-Dade County Police and The Greater Miami Convention and Visitors Bureau).

Since 2016, MUCE has successfully provided marketing and business outreach services to the Agency and the redevelopment area through the annual festival and ancillary website (beginning in 2020). Over the years, MUCE has sponsored tie-in community activities to educate and involve businesses along the Corridor and provide year-round engagement by the CRA leading up to each year's festival. The business outreach component also included the development of an ancillary website, [www.uptownavenue7.com](http://www.uptownavenue7.com) and creation of the "I am Uptown" marketing tagline.

In addition, MUCE has produced four signature Culture and Arts Festivals, including the most recent one held on November 13, 2021. This festival welcomed Miami-Dade County Mayor Daniella Levine and Commissioner Jean Monestime (the festival's founding Commissioner), 30 vendor businesses, 50 local performers and more visitors than the preceding festivals. Additionally, last year's festival employed the use of Instagram and Facebook influencers; provided free Covid-19 testing, vaccinations, face masks and sanitizer; a press release blitz to the media and saw the distribution of a CRA/festival brochure and 20,000 flyers to businesses, organizations and residents. Attached, as contractually required, is the final report from 2021.

June 30, 2022

NW 7<sup>th</sup> Avenue CRA

Resolution: Approval of Amendment No. 5/Option-to-Renew No. 4 with Miami Urban Contemporary Experience, LLC for Marketing/Website Services

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The 2022 culture festival is budgeted at the same level as last year's (\$135,000) and website/business services (\$11,000) includes maintenance/updates of new monthly web content, analytic reports, minor design changes, monitoring and responding to subscriptions and questions received through the CRA's ancillary website; press releases and production of two new grantee (1 CIP and 1 BIIG) web profiles. MUCE has secured approximately \$53,500 in in-kind services and grants to supplement the costs associated with the festival.

For the reasons enumerated herein, staff is recommending the Board exercise the fourth and final option-to-renew for continued marketing services by MUCE in the amount of \$146,000.00.

Attachments

**RESOLUTION NO. CRA-04-2022**

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXECUTE AMENDMENT NO. 5 TO THE CONTRACT WITH MIAMI URBAN CONTEMPORARY EXPERIENCE, LLC (MUCE), A FLORIDA LIMITED LIABILITY COMPANY, IN AN AMOUNT NOT TO EXCEED \$146,000.00, FOR THE PURPOSE OF COVERING THE COST ASSOCIATED WITH MARKETING, EVENT MANAGEMENT, PRODUCTION AND PROMOTION SERVICES FOR THE 2022 UPTOWN AVENUE 7 ARTS AND CULTURE FESTIVAL (STREET FAIR); AND AUTHORIZING THE EXECUTIVE DIRECTOR OR 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 recitals and the accompanying memorandum are incorporated in this resolution by reference.

**Section 2.** This Board approves and authorizes the Executive Director or Executive Director's designee's to execute Amendment No. 5 to the RFP No. 7THAV2018-002, Uptown Avenue 7 Arts & Culture Festival Agreement ("Agreement") between the Agency and the Miami Urban Contemporary Experience, LLC ("MUCE"), in substantially the form attached hereto as Exhibit 1 and incorporated herein by reference, in an amount not to exceed \$146,000.00, for the purpose of covering the cost associated with marketing, event management, production and promotion services for the 2022 Uptown Avenue 7 Arts and Culture Festival (Street Fair), and 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 30th day of June, 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

## **EXHIBIT 1**

### **AMENDMENT NO. 5 – OPTION-TO-RENEW**

**AGREEMENT BETWEEN THE  
NW 7<sup>TH</sup> AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY  
AND  
MIAMI URBAN CONTEMPORARY EXPERIENCE, LLC  
FOR  
RFP NO. 7THAV2018-003, EVENT MANAGEMENT, PRODUCTION & PROMOTION  
SERVICES FOR THE “UPTOWN AVENUE 7” ARTS & CULTURE FESTIVAL**

This Amendment No. 5 (“Amendment”) is entered this \_\_\_\_ day of June, 2022, to amend the Agreement (“Agreement”), dated September 20, 2018, between the N.W. 7th Avenue Corridor Community Redevelopment Agency (“Agency”), whose address is 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, and Miami Urban Contemporary Experience, LLC (MUCE) (“Contractor”) whose business address is 246 NW 54<sup>th</sup> Street, Miami, Florida 33127 for the N.W. 7<sup>th</sup> Avenue Community Redevelopment Agency, Uptown Avenue 7 Arts & Culture Festival.

### **RECITALS**

**WHEREAS**, the Agency was created by the Miami-Dade County Board of County Commissioners in 2004 and serves the NW 7th Avenue Corridor of unincorporated Miami-Dade County (hereinafter referred to as the “Area”); and

**WHEREAS**, the mission of the Agency is to: reposition the Area as a major regional employment center; support the growth and expansion of existing businesses in the Area; support development of new business in the Area; provide training and increased employment opportunities for residents of Northwest Miami-Dade; and redevelop the Area, supporting a mix of business, residential and commercial opportunities within the Area; and

**WHEREAS**, the Agency has historically expressed a desire to effectively market the Area to the local businesses and community and the County at large; and

**WHEREAS**, the Agency and the Contractor entered into the Agreement for the purpose of the Contractor providing a promotional and marketing festival concept contained within the Area boundaries to be known as the Uptown Avenue 7 Arts & Culture Festival (the “Festival”), as more fully described in the Scope of Work/Services (Attachment A), the Agency's Request for Proposals (RFP No. 7THAV2018-002) and all associated addenda and attachments, incorporated herein by reference; and

**WHEREAS**, the Agency and MUCE entered into an Agreement on September 20, 2018, which expired on September 20, 2019; and

**WHEREAS**, the parties extended the term of the Agreement until September 21, 2021 upon the execution of Amendment No. 3; and Amendment No. 4 until September 20, 2022

**WHEREAS**, the parties desire to extend the term of the Agreement for an additional one-year period,

**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. Section 2 of the Agreement is hereby amended to read as follows:

**1. TERM OF THE AGREEMENT**

This Agreement shall terminate on September 30, 2023. The exercise of the option to renew this final of four options for a total of five years is at the sole discretion of the Agency if such extensions are deemed to be in the best interest of the Agency and the Area. In the event the Agency makes such determination to exercise the option to renew this Agreement, written notice from the Agency shall be given to the Contractor.

**2. SCOPE OF SERVICES**

The Contractor shall perform the services as more fully described in Attachments A and B, attached hereto and incorporated by reference.

- III. Section 3 of the Agreement is hereby amended to read as follows:

**3. PAYMENT**

- A. **Payment.** The Agency shall fund up to a maximum \$146,000.00 of the marketing and business outreach costs. The Agency shall fund its share of the cost in no more than ten (10) disbursements after the Contractor has expended and documented their expenditure of their share of the cost. All invoices shall be approved by the Contractor prior to submittal to the Agency and in accordance with the scope of work/services as more fully described in Attachments A and B. All payments will be made on a reimbursement basis with the exception of an advance for the Advertising and Producers' Fee. The Contractor will provide an actual accounting of all advances after the event. All requests for payment must include a coversheet on the Contractor's letterhead and be accompanied by actual invoices for services from vendors when applicable. The Contractor will obtain all necessary permits/licenses as may be required for the Event and shown in Attachment B, Budget and Payment Schedule.
- B. **Prompt Payment.** Upon receipt and review of a proper invoice submitted by the Contractor, the Agency shall reimburse the Contractor 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 Agency shall reimburse the Contractor 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 Agency shall reimburse the Contractor within forty-five (45) calendar days; or within thirty (30) calendar days if the Contractor is a small business, a minority business, or a women business enterprise. Failure of the Agency to adhere to the Prompt

Payment requirements described herein shall render the Agency subject to paying interest on the amount due to the Contractor. The Contractor shall also pay its subcontractor(s) as authorized under this agreement in a timely manner as indicated in the corresponding subcontract.

IV. Section 4 of the Agreement is hereby amended to read as follows:

**4. BUDGET**

The Agency agrees to pay from its Tax Increment Trust Fund, for the budget year of FY 2022 - 2023 marketing funds, an amount no more than \$146,000.00. Said funds are to be used for the items detailed in the attached budget (Attachments A and B) for the Event. The Agency shall fund its share of the cost in no more than fifteen (15) disbursements after the Contractor has expended and documented the expenditures. Documentation detailing the source and extent of the cost shall be provided with each invoice. Request for reimbursement shall be transmitted on the Contractor's letterhead with all documentation attached.

- V. **Attachment A**, Scope of Services and Budget (Culture Festival), is hereby replaced with Attachment A, Scope of Services, attached hereto and incorporated herein by reference.
- VI. **Attachment B**, Scope of Services and Budget (Marketing/Website Services), is hereby replaced with Attachment B, Amended Contractor Budget & Payment Schedule, attached hereto and incorporated herein by reference.
- VII. 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.
- VIII. 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.
- IX. 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.
- X. 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.

- XI. This Amendment shall constitute a part of the Agreement and references to the Agreement hereafter shall automatically include a reference to this Amendment.
- XII. 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.
- XIII. 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 FOLLOWING PAGE]

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

**MIAMI URBAN CONTEMPORARY  
EXPERIENCE, LLC:**

By: Ashlee Thomas  
Name: Ashlee Thomas  
Title: President  
Date: 06 / 07 / 2022

**ATTEST:**

Amiel Vargas  
Print Name  
Authorized person or Notary Public  
Signature: [Signature]  
Title: Notary Public  
Date: 06 / 07 / 2022

Corporate Seal or Notary Seal/Stamp



AMIEL VARGAS  
Commission # 00294007  
Expires April 17, 2023  
Dated This Budget Notary Service

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

By: \_\_\_\_\_  
Name: Rasha Cameau  
Title: Executive Director  
Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

**WITNESS:**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Date: \_\_\_\_\_ / \_\_\_\_\_ / \_\_\_\_\_

Approved for form and legal sufficiency:

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

**ATTACHMENT A**  
**SCOPE OF SERVICES**

MUCE LLC - 2022 Marketing/Arts & Culture Festival, NW 7th Avenue CRA

Contractor hereby agrees to perform the marketing services detailed below to the Agency in connection with the implementation of the Agency's Redevelopment Plan as described in this Agreement. The Services to be provided are enumerated below.

- a) Event Design:
  - 1. Site selection, and recommend site for the Street Fair to the Agency's Board
  - 2. Parking logistics
  - 3. Street Fair program design — recommend event program to the Agency's Board
  - 4. Street Fair site plan
  - 5. Signage design and installation
  - 6. Complete detailed line-item budget for the Street Fair
- b) Event Organization:
  - 1. Event set-up and tear-down
  - 2. Arrange security
  - 3. Procure all required permitting
  - 4. Arrange for music, sound-system(s), stage(s), etc.
  - 5. Arrange for food vendors, food service, food trucks, etc.
  - 6. Design and procure all required furniture and fixtures. Including tents, benches, electrical power, generators, lighting, porta-potty's, etc.
  - 7. Arrange for set-up and removal of all furniture and fixtures
  - 8. Provide staff to manage the event
  - 9. Event location returned to its pre-event condition.
- c) Media and Promotions:
  - 1. Design event logo and marketing material
  - 2. Arrange and manage marketing, using multiple media and communications outlets, including print, electronic and social media campaign
  - 3. Arrange television and radio guest appearances to market the Agency, the Area and the community
  - 4. Produce an event promotional video – 60 seconds – in multiple formats
  - 5. Produce final event video – up to 3 minutes
  - 6. Design, recommend, and purchase event promotional items, including, but not limited to T-shirts, posters, cups, mugs, etc.
- d) Street Fair Funding:
  - 1. Design a practical funding strategy to raise funds to offset the Agency's costs for the event
  - 2. Identify and approach philanthropic donors, businesses, elected officials and others to provide grants, in-kind services, purchase advertising, underwrite, or otherwise fund the Street Fair.
- e) Uptown Avenue 7 Arts & Culture Festival 2022 Pre-planning activities:
  - 1. Acquire festival contract
  - 2. Conduct budget review
  - 3. Marketing pop-ups 1, 2 & 3
  - 4. Search for headliner acts(s)
  - 5. Sponsorship acquisition
  - 6. Conduct media events
  - 7. Sponsored activities
  - 8. Fundraiser activation

**ATTACHMENT A**  
**CONTRACTOR BUDGET & PAYMENT SCHEDULE**

<b>Event: <u>Uptown Avenue 7 2022 Culture Festival &amp; Art Bazaar</u></b> <b>Date of Event: <u>TBD, 11am-7pm</u></b> <b>Location: <u>Arcola Lake Library, 8240 NW 7th Avenue, Miami, FL 33150</u></b>		
<b>VENDOR</b>	<b>DESCRIPTION</b>	<b>AMOUNT</b>
Kid Zone	Mini-Carnival + Inflatables	\$3,000
Entertainment	Community Performance Arts	\$15,000
Entertainment – Headliner Act	Headliner (i.e., Fantasia)	\$20,000
CRA Lounge + Programming	Exclusive Programming dedicated to CRA business, prospects, vendors, sponsors, etc.	\$3,000
MUCE	Art Tent rental; Art Staffing; Admin; Load-in/Out; Interactive Art Stations	\$11,000
Marketing Manager	Marketing, Media + Sponsorship	\$4,500
Festival Manager + Sponsorship	Event Supervisor + Coordinator	\$6,000
Technical	Vendor Tents; Audio; Lights/Sound; Port-a-Potties	\$8,000
Technical – Stage	Stage with the works	\$12,000
Labor/Event Staff/Security/Parking Attendants)	Day of Staffing	\$4,000
Marketing Collateral (t-shirts/mugs/face masks)	Happy Endings, Inc.	\$3,500
Festival Signage	Vendor needed	\$12,000
Video for Festival	Footage of all festival areas + Re-cap	\$10,000
Marketing Budget	No more than 20% of the total budget	\$22,400
<b>Total from In-kind Services — Commissioner Monestime; Miami-Dade County Libraries/Primary Schools; Miami-Dade County Police:</b>		\$33,500
<b>Total from Grants/MUCE Sponsors — Greater Miami Chamber of Visitors Bureau; Miami-Dade County Department of Cultural Affairs:</b>		\$20,000
<b>Total Cost for 2022 Street Festival:</b>		\$187,900
<b>Total CRA Requested Cost:</b>		\$134,400

<b>PAYMENT/DISBURSEMENT SCHEDULE</b>	<b>AMOUNT</b>
<b>Payment #1 – July - September 2022 (For pre-planning deposits/expenses)</b>	<b>\$50,000</b>
<b>Payment #2 – October 2022</b>	<b>\$30,000</b>
<b>Payment #3 – December 2022</b>	<b>\$30,000</b>
<b>Final Payment – January 2023 – May 2023 (after receipt of 2022 Video and Final Report)</b>	<b>\$25,000</b>
	<b>\$135,000</b>

## ATTACHMENT B SCOPE OF SERVICES

### MUCE, LLC - Marketing/Website Services, NW 7th Avenue CRA 2022

Contractor hereby agrees to perform the marketing/website services detailed below to the Agency in connection with the implementation of the Agency's Redevelopment Plan as described in this Agreement. The Services to be provided are enumerated below.

- a) Website Maintenance: Monthly maintenance of content
  - 1. Adding digital newsletters to website
  - 2. Maintenance of the MUCE Arts & Culture Fest information
  - 3. Refreshing monthly calendar
  - 4. Checking for new subscribers
  - 5. Adding to mailing list
  - 6. Updating photos to keep content relevant
  - 7. Periodic facts/data checks to ensure website information is up-to-date
  - 8. Updating the Agency website twice annually
  - 9. Any non-technical request for content changes requested by CRA staff/Board
- b) On-going annual marketing and public relations services, including, but not limited to press releases and public communications.
- c) Attend Agency meetings and workshops, as noticed by email.
- d) Attend meetings as scheduled by the Executive Director or designee to discuss the progress of the work, as noticed by telephone or email.

	Frequency/ Number	Timeframe	2021-2022 Status	2022-2023
<b>1.</b> An alternate Agency web site expressing and containing:	1			
a) General Information regarding the CRA including its programs, grants, incentives and activities, history, relevant demographic and economic data, and Action Plan. Content will be provided by CRA staff.	1	Contract end	On-going	On-going
b) Stock photography of the Uptown Area	1	11/2020	DONE	
c) #iamuptown Campaign: One-page high quality photo of CRA business with one paragraph description and quote from the owner. Also 4 bullet facts about the business: Business name, owner's name, founding date, and best reason to be on 7th Avenue (quote from the owner)	48	10/2020 – 9/2021	DONE 38 businesses 10 corridor/festival	
d) Uptown Branded Promotional Video: 60 second branded video that promotes the corridor to work, live, play, the Agency and Area's new brand and business environment	1	12/2020	DONE	
e) A digital "Mall" map of the CRA: Translate the Area business directory database into a single, interactive map showing the	1	11/2020 - 9/2021	DONE	

location of each business, its products/services, and a link to the business web site. Agency staff will provide all data.				
f) Video and social interviews with businesses, residents, and organizations in the area	7	Contract end	DONE 7 Videos	2 New Videos (1 CIP/1BIIG)
g) Uptown branded video vignettes: branded video, bumper, intro & long promo video	3	12/2020-9/2021	DONE	
h) A method to capture email addresses of website visitors to grow the Agency's email distribution list	1	10/2020 – 9/2021	DONE	
2. A Digital newsletter, or news feed/update on the new Agency website, produced monthly	12	Contract end	DONE	On-going
a) Managing a social media campaign — driving periodic messaging and news regarding the Agency and Area;	44	10/2020-9/2021	DONE	
b) Organizing virtual promotions	44	Contract end	DONE	On-going (as requested)
<b>Additional Services</b>				
1. Public Relations services, including monitoring public reaction to and media coverage of Agency Projects and/or activities, including press releases, public statements and media interviews.	As requested	Contract end	As needed	As needed
2. Web design services for individual CRA business.	As requested	Contract end	As needed	As needed
3. Website pop-up for subscribers	As requested			1
4. Website pop-up for public	As requested			1

**ATTACHMENT B**  
**CONTRACTOR BUDGET & PAYMENT SCHEDULE**

Uptown Avenue 7 Website Management October 2022 – September 2023 Website URL: <a href="http://uptownavenue7.com">uptownavenue7.com</a>			
VENDOR	DESCRIPTION	MONTHS	AMOUNT
Monthly Web Maintenance	Maintaining/updating new monthly content, analytic reports, minor design changes, monitoring and responding to subscriptions, questions received through the CRA's ancillary website; press releases	12 \$500/ month	\$6,000
2022-2023 Task	2 New Grantee Promotional Videos	\$2,500/each	\$5,000
2022-2023 Task	Add Pop-up for Subscribers to Sign-up for Mailing List	0	0
2022-2023 Task	Add Pop-up for Public to View/Visit Digital Business Directory	0	0
		<b>Total Cost:</b>	<b>\$11,000</b>

## ATTACHMENT C

### CONTRACTOR PAYMENT OVERVIEW

- A. Marketing – Culture Festival The cost to deliver the Scope of Services (Scope) is \$135,000 annually, payable in the installments as detailed on page 7 of 10.

MUCE will provide invoice packages detailing Team Member activities and progress towards accomplishment of contracted task, a close-out report and video.

For additional services not specifically listed in the Scope, MUCE will receive a request for services from the CRA/Agency and prepare a cost estimate to complete said tasks(s). Estimates for additional tasks, as requested by the CRA/Agency, will be completed using the hourly rates for personnel detailed below (C).

- B. Marketing - CRA Website Maintenance

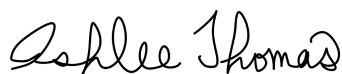
The cost to deliver the Scope is \$11,000 annually, payable in installments over the contract period.

MUCE will provide regular reports and invoices detailing Contractor and/or third-party vendor activities and progress towards accomplishment of contracted tasks.

For additional services (C), not specifically listed in the Scope, MUCE will receive a request for services from the CRA/Agency and prepare a cost estimate to complete said task(s).

#### C. Rate Schedule for Additional Services, Sub-Contracting Activities

Task	Description	Estimate
Website Design Upgrades/Request	Technical website upgrades, design requests which require web developer expertise and change design elements of the website. For example: ADA compliance revision; re-design of buttons, shapes, elements, colors; and any other requests requiring technical assistance	TBD
Website Design Services for Individual CRA Businesses	Businesses within the CRA District	TBD
Public Relations	Including monitoring public reaction to, and media coverage of, Agency projects and/or activities, including media interviews	TBD
Other Activities	TBD	TBD



Ashlee Thomas, President  
Miami Urban Contemporary Experience, LLC (MUCE)

06/05/2022

Date

# UPTOWN AVENUE 7 Arts & Culture FESTIVAL

## 2021 Festival Report





## 2021 Festival Report

### UPTOWN AVENUE 7 ARTS & CULTURE FESTIVAL

presented by Commissioner Jean Monestime, NW 7th Avenue CRA, MUCE

“Now in it’s 4th year, the Uptown Avenue 7 Arts Festival has become a staple in our community.”



#### FESTIVAL SUMMARY:

The Uptown Avenue 7 Arts & Culture Festival is an annual festival presented by Miami-Dade County Commissioner Jean Monestime of District 2, the NW 7th Avenue CRA with support from Miami Dade County Library System ( Arcola Lakes), and the Northside Police Station.

The festival is managed and produced by the Miami Urban Contemporary Experience, LLC (MUCE).

#### Over the last four years the festival has:

- supported more than 200 performing artists
- infused \$357,000 into the NW 7th Avenue Arts Corridor, supporting local vendors who service the festival
- Garnered \$51,000 in sponsorship commitments to support the festival needs
- Developed awareness about business opportunities for 108 small businesses
- Brought arts and culture to the NW 7th Avenue Corridor
- Educated the business community about the CRA and its grant programs

# NW 7TH AVE CRA COMMISSIONERS

## MIAMI-DADE COUNTY COMMISSIONERS

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**Hon. Jean Monestime**

District 2



**Hon. Keon Hardemon**

District 3

# NW 7TH AVE CRA BOARD 2021

## THE BOARD MEMBERS

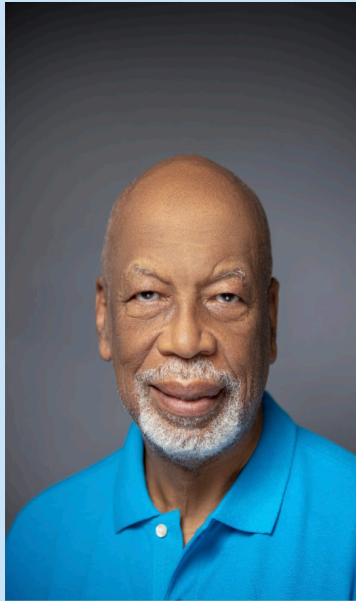
John L. Gay, Jr.

Gene Lomando



**Mae D. Bryant, Ph.D.**

Chairwoman



**Mack L. Samuel**



**Yvonne White Edwards**

## MIAMI-DADE COUNTY STAFF

**Rasha Cameau**

Office of Management & Budget

**Chimene Graham**

Office of Management & Budget

**Terrence A. Smith**

Assistant County Attorney

## CRA SUPPORT STAFF

**Leroy Jones**

Neighbors & Neighbors Association (NANA)

CRA Grants Coordinator

## PROGRAMMING HIGHLIGHTS

2021

As a part of the Uptown Theme: Parade of Cultures, musical acts represent the multicultural flavor of South Florida.

### HEADLINING ACTS

Bad Boy Recording Artist: Carl Thomas

About Carl Thomas: Carl Thomas is an R&B singer from Chicago, Illinois.

Haitian Compas Group: Harmonik

The Haitian Band Harmonik came to National Acclaim during their appearance on America's Got Talent.

### COMMUNITY ACTS:

HIP HOP KIDZ – Vibrant hip hop dancers ages 6 – 15 take the stage to represent this African American art form with exhilarating dance and musical performances.

Evelyn Uzan + Band: Latinx vocalist Evelyn Uzan and her band grace the stage to bring an array of jazz, R&B, Soul, and Latin funk.

We Dem Zoes – this iconic Miami Hip Hop group features radio personality Stichez and DJ Epps. The Band rocks the house and is a favorite to the Miami landscape.

David Lyn – Named Miami New Times Best of R&B 2020, Lyn fuses his native sound of Reggae with hip hop and soul.

New Jerusalem's Liturgical Dance Team: Next Generation – New Jerusalem Church and member of the Uptown CRA Corridor, bring the faith and praise to the festival featuring their youth liturgical dance company: Next Generation.

### MAINSTAGE HOST: BET'S CHELLO DAVIS

A Miami Native and local favorite, Chello Davis will bring his comedic skills and family fun humor to the mainstage of the Uptown Festival.





## VENDOR HIGHLIGHTS

UPTOWN AVENUE 7 ARTS & CULTURE FESTIVAL 2021



**TOTAL # OF VENDORS THAT PARTICIPATED : 30**

**Vendor Survey : 13 responses | 84% First time participating**

**92% interested in participating next year | 92% made a return on vendor fee investment**

**Below are the responses provided by all those vendors who submitted.**

**It was a good event , I have no complaints . - Soy candles by tasha llc**

**More advertising - Heritage Collections**

**I think everything was fine. - Peaceful Designer**

**This was a great experience. I enjoyed it and was glad that I could participate. - Happiness Happiness Happiness LLC**

**Honestly, there's no feedback. Everything was well put together. - Everything She Desires**

**Encouraging all vendors to share on social media platforms for more families to come out. Citrus Family Care Network**

**Everything was organized & one of the best vendor events that I have ever participated in. Thank u. - Paparazzi Accessories**

**Everything went extremely smoothly. Incredible event and even better support systems and onsite staff on hand to make our vendor experience even more enjoyable. - Inspire The Masses LLC**

**Great event look for a larger space for next year so that everything can be open and be visible -Taco negro llc**

**The event was very nice, I think next year more local artist should be invited to perform. Bringing out more known local artist will bring out a bigger crowd, that way all of the vendors will have high sales. It was well organized, I feel like it should have been packeder than what it was. Try something different for next year when it comes to the artist. The kids dance team was amazing, the rap group with the two men and a lady was bomb. Thank you for have us. - Fruity Dressed Conch LLC**

**The set up time is a bit early personally which makes total time there very lengthy and tiring. But great event overall and great traffic. - The Skinn**

**Nothing that I can think of. The only issue I encountered was parking. Care 4 U Community Health Center**

# 2021 Festival Report

## COMMUNITY PARTNERS

2021

### **BREAKING THE CYCLE YOUTH ZONE:**

Community Partner and business within the CRA area, Breaking the Cycle (BTC), will activate the Uptown Festival Youth Zone. Centered in fun & fitness, the BTC Youth Zone will feature:

- a Pre-Festival Cycle ride for cyclists | Meet up 10am, Pedals up at 10:30
- rock climbing wall
- Bounce House
- Water Slide
- Arts & Crafts
- Story Time 2pm + 3pm + 4pm
- Techno Bus
- A scholarship representative from Cristo Rey Miami Highschool

### **5K WALK WITH THE STARR INSTITUTE:**

The Non-profit, The Starr Institute, will join the festival by hosting a pre-festival 5k Walk/Run to bring awareness to child trafficking and sexual abuse and how to prevent it. The Starr institute provides safety workshops for youth to help them stay safe from social media predators. The founder, Starr Davis, is a survivor, published author of "The Abuse Algorithm", and is a 2021 L'Oreal Paris Woman of the Year honoree.

The 5K registration is on the festival grounds. The Uptown Shuttle will transport those participating to Arcola Lakes Park and return to festival grounds to enjoy the 4th Annual Arts Festival.

### **THE NW 7TH AVENUE CRA LOUNGE: [PRESENTER SERIES]**

#### **DINNER & CONVERSATION WITH NORTHSIDE POLICE**

Hosted by: Hot 105's Jill Tracey, Hot Talk

Catered by: Uptown Local Chef: Dario Stephens

Community residents can enjoy dinner and conversation with the Northside Police to explore ways residents and law enforcement can create safer communities.

### **TALK BACK SESSIONS:**

Mental Health in our Community: An open Discussion with

"The Abuse Algorithm: How to prevent Child Sexual Abuse & Trafficking"

### **URGENT INC YOUTH POP-UP EXHIBITION**

MUCE showcases digital art from the students the youth film program of URGENT INC, a local non-profit dedicated to afterschool education of Youth K-12..

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Building East  
Business





## MARKETING HIGHLIGHTS

2021

### MEDIA PLAN INCLUDED:

- INGAGE MARKETING to run all social media ADS
- RADIO: HOT.105 + WMBM
- SOCIAL INFLUENCER POSTINGS
- SOCIAL CARDS FOR ALL PERFORMERS + VENDORS
- FESTIVAL BROCHURE
- RADIO INTERVIEWS: WMBM
- PRESS RELEASE BLITZ TO MEDIA OUTLETS (manged by INGAGE)
- 

[CLICK HERE TO SEE FULL MEDIA PLAN & MARKETING COLLATERALS](#)  
[RADIO INTERVIEW : HOT TALK LIVE WITH JILL TRACEY](#)

## SPONSOR HIGHLIGHTS

2021

### SPONSORS INCLUDED:

- MIAMI DADE CULTURAL AFFAIRS GRANT: \$7,953
- GREATER MIAMI CONVENTION & VISITORS BEREAU
- MULTICULTURAL TOURSIME: \$10,000
- UNITED HEALTH CARE: \$3000
- CITRUS FAMILY CARE NETWORK: \$500
- MUCE EDUCATES: \$8,547

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# MEDIA LINKS

## 2016 - 2021

# MEDIA LINKS & TIMELINE OF FESTVIAL 2016 - 2021

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## 2016 - YR 1

ATTENDEES: 400  
VENDORS: 20  
PERFORMERS: 27  
CRA FEST BUDGET:\$50K  
SPONSORSHIP: \$0

[VIDEO RECAP - 2016](#)

[FINAL REPORT - '16](#)

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## 2017 - YR 2

NO FESTIVAL THIS YEAR

The Board did not have quorum to approve the 2017 festival

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## 2018 - YR 3

ATTENDEES: 2,000  
VENDORS: 26  
PERFORMERS: 32  
CRA FEST BUDGET: \$56K  
SPONSORSHIP: \$5K

[VIDEO RECAP - 2018](#)

[FINAL REPORT - '18](#)

[IMAGES -18](#)

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## 2019 - YR 4

ATTENDEES: 3,750  
VENDORS: 26  
PERFORMERS: 80  
CRA FEST BUDGET: \$65K  
SPONSORSHIP: \$16,439

[VIDEO RECAP - 2019](#)

[FINAL REPORT - '19](#)

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2020 - YR 5

NO FESTIVAL DUE TO COVID  
MUCE PROVIDED  
DIGITAL MARKETING SERVICES  
BUSINESS ENGAGEMENT  
CRA BUDGET: \$75K

[UPTOWN WEBSITE](#)  
[\[7\] BIZ HIGHLIGHT VIDEO](#)  
[UPTOWN PROMO](#)  
[COMPLIANCE WORKSHOP](#)  
[GRANT WORKSHOP](#)  
[IMAGES '16-'19](#)

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2021 - YR 6

ATTENDEES: 3,800  
VENDORS: 30  
PERFORMERS: 50  
CRA FEST BUDGET: \$135K  
SPONSORSHIP: \$30K

[VIDEO RECAP -2021](#)  
[IMAGES-'21](#)

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2022 - YR 7

CURRENT PLANNING

CURRENT PLANNING

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# MARKETING PLAN 2022

[WWW.UPTOWNAVENUE7.COM](http://WWW.UPTOWNAVENUE7.COM)

## 2022 MARKETING PLAN- PROPOSED



### Marketing

Construction, equipment, technology grants available to businesses

Primary Goal: Advertise & disseminate information to bring greater awareness to the businesses located in the CRA or have the desire to relocate to the CRA, share grant resources available

VIRTUAL CONNECT DATE: OCT '22 | JAN '23

### DIGITAL:

- Social Media post - Boost the post [\$500/month x 4]
- 2 Dedicated Newsletters
- 1 Press Release
- Pre-recorded video on YouTube with previous grant workshop

VIRTUAL EVENT - Coffee round-up | SEPT 2022 | 9:30 -10:30AM |

- Stream Yard event: RUN OF SHOW
- o Screen Uptown promo-videos | share about Uptown Services (i.e. website support)
- o Where the money resides – Talk about funding your business with uptown grants
- o Grant administrator from Nana review the application & answer any questions
- For: businesses on 7th to access grant funding + prospective businesses to relocate to Uptown
- Miami Dade Economic Advocacy Trust community calendar, seeking partnership for event

\*RADIO BUYS/Community Radio:

- WMBM, Hot 105: Rodney Baltimore, WEDR: JAMES T

\*these buys will be negotiated into the festival marketing budget – see details further down.

### Community Marketing:

Sponsored Friday night Cycle with Uptown 7 business: Breaking the Cycle

July, August, September, October, November: \$500/ ride - \$2500

\*Special Stops on the Corridor | at the Uptown Pop-up booths, water and refreshments at stop

Event administrator: Breaking the Cycle {provide water, table, business highlight}

Hand out the Uptown Avenue 7 magazine at end of cycle ride

Goal: To get foot traffic and awareness on corridor past 143rd street per the board's request



# 2022 MARKETING PLAN - UPTOWN (PROPOSED)

## UPTOWN AVENUE 7 MARKETING PLANNING 2022

### MAGAZINE:

Produced and distributed by NOV 2022 | Annual Publication

#iamuptown Campaign (4) bullets about the business

Promoting the Area, its communities, businesses and competitive strengths.

16-page standard-size Magazine to include:

- Welcome message from Commissioner + NW 7th Avenue Board Chair
- Detail amenities on the corridor - services that are available specific to corridor
- 1 full feature on the library + North side Police
- 1 full feature on the festival + images
- 1 Thank you for the last 8 years: full feature on the commissioner and his achievements on the corridor + images
- 1 What's New at Uptown Avenue {New businesses on the corridor, happenings, events}
- 1 full feature on the grants, process and businesses that have received grants [12 highlights/ 6 per page]
- #iamuptown campaign - full feature – 1 grant recipients only
- Join the uptown Directory - scan QR Code to be added to directory
- Video component: image + video of the grant recipient info
- A distribution map - identifying, confirming they can be dropped & verify they can drop

### FESTIVAL PLANNING 2022:

JANUARY – JUNE 2022:

- Create New Graphic + collaterals
- Secure Sponsorship Runner for the festival: to help raise funds to grow marketing line item of festival
- Performance Talent Acquisition begins: MAY 2022

#### Festival + Year Round Marketing Items

WEDR host: JAMES T. Co-Hosting the Event festival | Festival Ambassador + Marketing

To Market: Grant, Uptown Culture Crawl, Co-host: Festival | On-air: 3x

WMBM host: Co-hosting Summer Culture Crawl | Ambassador + Marketing

To Market: Grant, Co-hosting Summer Culture Crawl | share about the festival

26 Anniversary: Idea to partner with station to host the outdoor Culture Crawl On-air: 3x

### ON-GOING ITEMS:

- Website maintenance/ updates
- #iamuptown campaign on blog, website & social media
- Festival planning



UPTOWN AVENUE 7 MARKETING PLANNING 2022 - PROPOSED

**BUDGET FOR NEW ITEMS ONLY:**

**MAGAZINE, COMMUNITY RIDES, VIRTUAL EVENTS \* [ RADIO IS NOT INCLUDED - UTILIZED FROM TRADITIONAL FEST BUDGET + SPONSORSHIP]**

**NEW ITEMS: BUDGET**

ITEM	DESCRIPTION	COST
GRANTS AWARENESS	SOCIAL MEDIA BOOST: JULY, AUG, OCT, DEC, (JAN '23) [\$500/month]	\$2,000
GRANT VIRTUAL EVENT	[2] Virtual Event where patrons can ask questions with grant administrator, learn about funding opportunities and other services provided by corridor -requires administrator (OCT + JAN)	\$1,200
MAGAZINE	[Uptown Vendor] Magazine will produce, create, print, and distribute annual publication of [10K magazines]	\$23,575
Community Cycle Rides w Break-the-Cycle	5 months of sponsored Cycle Rides with Uptown Business: Breaking the Cycle to take community up the full corridor past 143 <sup>rd</sup> Street [\$500/each ride]	\$2,500
Total NEW ITEMS COST:		\$29,275

**FESTIVAL + MARKETING MANAGEMENT BY:**

**MUCE, THE MIAMI URBAN CONTEMPORARY EXPERIENCE, LLC**

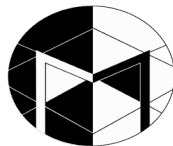
BART MERVIL: 786.287.7008 | BART@MUCE305.ORG

ASHLEE THOMAS: 305.890.2121 | ASHLEE@MUCE305.ORG



# UPTOWN AVENUE 7 Arts & Culture FESTIVAL

**UPTOWN**  
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*this is another*  
**MIAMI URBAN  
CONTEMPORARY  
EXPERIENCE**

FESTIVAL + MARKETING MANAGEMENT BY:

**MUCE, THE MIAMI URBAN CONTEMPORARY EXPERIENCE, LLC**  
BART MERVIL: 786.287.7008 | BART@MUCE305.ORG  
ASHLEE THOMAS: 305.890.2121 | ASHLEE@MUCE305.ORG

[WWW.UPTOWNAVENUE7.COM](http://WWW.UPTOWNAVENUE7.COM)






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

**Date:** June 30, 2022

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

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

**Subject:** Fiscal Year 2021-22 Commercial Improvement Program (CIP) and Business Innovation and Investment Grant (BIIG) Program Grant Funding

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### **Recommendation**

It is recommended that the Board of Commissioners (Board) of the NW 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency (Agency) approve the Fiscal Year (FY) 2021-22 Commercial Improvement Program (CIP) and Business Innovation & Investment Grant (BIIG) Program applications totaling \$260,000.00 and \$80,000.00, respectively. It is further recommended that the Board authorize the Executive Director or the Executive Director's designee to negotiate and execute grant agreements between the Agency and grantees identified herein, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

### **Fiscal Impact**

The FY 2021-2022 allocation of \$835,000.00 for CIP and \$279,500.00 for BIIG, will fund the proposed grants. If the Board approves all recommended applications, \$575,000.00 in CIP and \$189,500.00 in BIIG funds will be available for additional requests.

### **Background**

Pursuant to the Agency's direction at the November 2021 meeting, Neighbors and Neighbors Association (NANA), advertised the availability of CIP and BIIG grant funding from December 1, 2021 to March 31, 2022. During this time, NANA advertised, canvassed, and held virtual/in-person group workshops and assisted businesses with their applications. NANA received a total of 44 applications of which 16 were forwarded for consideration; nine were received for the BIIG funding and seven for the CIP. The total amount of funding requested by the applicants was \$710,000.00.

Based on NANA's initial screening, the selection committee, comprised of Miami-Dade County Office of Management and Budget staff and NANA, reviewed seven CIP grant applications and nine BIIG grant applications. The selection committee met on May 12, 2022, to review and rank all the applications submitted by NANA based on the selection criteria approved by the Board.

Attached for additional detail on each recommended applicant are Attachments A and B. Since the funding requests fall within the approved funding for the current fiscal year, the Board can decide to fund any number of the applications received for this round of funding. Detailed below are the grant applications by order of ranking.

**Table 1. Commercial Improvement Program**

<b>Rank</b>	<b>Applicants</b>	<b>Funding Requested</b>	<b>Funding Recommended</b>	<b>Points</b>
1	Ponderosa Woodslabs LLC	\$20,000	\$15,000	246
2	Dolly's Florist	50,000	50,000	241
3	Abby's Adult Day Care	50,000	45,000	241
4	Thomas Dental Associates, Inc.	50,000	50,000	199
5	J&G Investment Properties, Inc.	50,000	50,000	175
6	Aqua Beach Holdings	50,000	50,000	172
Total Funding Requested		\$270,000	\$260,000	

**Table 2. Business Innovation & Investment Program**

<b>Rank</b>	<b>Applicants</b>	<b>Funding Requested</b>	<b>Funding Recommended</b>	<b>Points</b>
1	Arrow Muffler Inc.	\$10,000	\$10,000	175
2	Greater 7 <sup>th</sup> Digital Press, inc.	10,000	10,000	170
3	Ponderosa Woodslabs LLC	10,000	10,000	160
4	Click N Go The Online Store	10,000	10,000	155
5	Thomas Dental Associates, Inc.	10,000	10,000	140
6	Abby's Adult Day Care, Inc.	10,000	10,000	140
7	Papillon Business LLC	10,000	10,000	140
8	Palm Automart Sales, Inc. d/b/a Magic Touch	10,000	10,000	130
Total Funding Requested		80,000	\$80,000	

**Due Diligence**

With regards to each of the recommended applicants, no adverse findings were found by NANA.

Attachments

RESOLUTION NO. CRA-05-2022

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FISCAL YEAR 2021-22 COMMERCIAL IMPROVEMENT PROGRAM AND BUSINESS INNOVATION INVESTMENT GRANT PROGRAM GRANT FUNDING RECOMMENDATIONS IN AN AMOUNT NOT TO EXCEED \$260,000.00 AND \$80,000.00, RESPECTIVELY; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR THE EXECUTIVE DIRECTOR'S DESIGNEE TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE AGENCY AND GRANTEES, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING CANCELLATION, TERMINATION, AND AMENDMENT PROVISIONS

**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 approves the Fiscal Year 2021-22 Commercial Improvement Program and Business Innovation Investment Grant Program grant funding recommendations in an amount not to exceed \$260,000.00 and \$80,000.00, respectively, as set forth in Exhibits "A" and "B" attached hereto and incorporated herein by reference.

**Section 3.** This Board further authorizes the Executive Director or the Executive Director's designee to negotiate and execute grant agreements on behalf of the Agency with the grantees identified in Exhibits "A" and "B", in substantially the form attached hereto as Exhibits "C" and "D" and incorporated herein by reference, subject to the County Attorney's Office's approval. This Board also authorizes the Executive Director or the Executive Director's designee to exercise all provisions contained therein, including cancellation, termination, and amendment provisions.

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 30th day of June, 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

**EXHIBIT "A"**NW 7<sup>th</sup> Avenue CRA Grants Application Recommendations - Commercial Improvement Grant (CIP)

FY 2021-2022

Available Funding: \$ 835,500

Rank /Pts	Business Name/Details	Total Construction Cost	Required Match	Funding Requested	Funding Recommended	Retain Jobs	New Jobs	Proposed Use of Funds
1 <b>246</b>	Ponderosa Woodslabs LLC 14927 NW 7th Ave, Miami, FL 33168 Established - 2/2018  Gross Annual Revenue: \$236,500  Industry: Other Professional Services/Custom Furniture Manufacturer	\$20,000	\$5,000	\$20,000	\$15,000	2	2  1- Office/ Clerical  1-Craft Worker	<ul style="list-style-type: none"> <li>• Business sign fabrication/install</li> <li>• Drywall repair; new floors</li> <li>• Electric wiring</li> <li>• Install outside water outlet</li> <li>• Also applied for a BIIG grant (\$10,000)</li> <li>• Will need to sign the CRA's Document Checklist &amp; Attestation Form</li> <li>• Will request more recent bank statements</li> </ul>
2 <b>241</b>	Dolly's Florist, Inc., 14700 NW 7th Ave Miami, FL 33168 (Property owner) Established - 12/1976  Gross Annual Revenue: \$1,124,000  Industry: Other Professional/Florist	\$135,000	\$33,750	\$50,000	\$50,000	12	2-3  1- Office/ Clerical  1-Craft Worker	<ul style="list-style-type: none"> <li>• Remodel exterior</li> <li>• New paint/stucco</li> <li>• Replace front door</li> <li>• In adherence to the adopted CRA Standards Manual, NANA and staff will provide a palette of paint colors from which businesses must choose from</li> </ul>
3 <b>241</b>	Abby's Adult Day Care  8872 NW 7th Ave, Miami, FL 33150 Established - 11/2017  Gross Annual Revenue: \$372,000  Industry/Business: Adult Day Care Center	\$60,000	\$15,000	\$50,000	\$45,000	6	5  3- Office/ Clerical  2-Svc. Worker	<ul style="list-style-type: none"> <li>• Fencing around building; canopy to shield patients; picnic tables for patients can have outside seating; magnetic door locks for safety and front door window cover</li> <li>• Background check through the Agency for Health Care Administration (AHCA) found that they are licensed and currently have no deficiencies</li> <li>• Will request more recent bank statements</li> <li>• Also applied for a BIIG grant (\$10,000)</li> </ul>

**EXHIBIT "A"**NW 7<sup>th</sup> Avenue CRA Grants Application Recommendations - Commercial Improvement Grant (CIP)

FY 2021-2022

Available Funding: \$ 835,500

4 <b>199</b>	Thomas Dental Associates, Inc. 14050 NW 7th Ave, Miami, FL 33168 (Property owner) Established - 1994  Gross Annual Revenue: \$240,000  Industry: Dental Office	\$70,000	\$17,500	\$50,000	\$50,000	2	1  1- Office/ Clerical	<ul style="list-style-type: none"> <li>• New roof; repair façade/trim; new paint; re-asphalt parking lot; repair irrigation and re-landscape</li> <li>• In adherence to the adopted CRA Standards Manual, NANA and staff will provide a palette of paint colors from which businesses must choose from</li> <li>• Also applied for a BIIG grant (\$10,000)</li> </ul>
5 <b>175</b>	J&G Investment Properties, Inc. 11695 NW 7th Ave, Miami, FL 33168 (Property owner) Established - 5/2006  Gross Annual Revenue: \$160,000  Industry: Real Estate	\$100,000	\$25,000	\$50,000	\$50,000	1	N/A	<ul style="list-style-type: none"> <li>• Enhance the exterior by modernizing the front of the building with new windows &amp; doors and</li> <li>• Asphalt re-pavement</li> </ul>
6 <b>172</b>	Aqua Beach Holdings 14440 NW 7th Ave, Miami, FL 33168 (Property owner) Established - 4/2019  Gross Annual Revenue: Not reported  Industry: Landlord	\$70,200	\$17,550	\$50,000	\$50,000	3	N/A	<ul style="list-style-type: none"> <li>• Remove &amp; install impact windows;</li> <li>• Repave parking lot;</li> <li>• Roof refinishing;</li> <li>• Sewer connection;</li> <li>• ADA/Code compliance improvements</li> <li>• Approval conditioned on: <ul style="list-style-type: none"> <li>- Landlord agreeing to not increase rent for the current tenants (who all have leases), by no more than 3% annually (6/24/22)</li> </ul> </li> </ul>

**Total FY 2021- 22 CIP Recommended Funding: \$260,000**

**EXHIBIT "B"**

NW 7<sup>th</sup> Avenue CRA Grants Application Recommendations  
Business Innovation & Improvement Grant (BIIG)

FY 2021-2022

Available Funding: \$279,500

Rank/Points	Business Name/Details	Funding Requested	Funding Recommended	Retain Jobs	Enhance Skill Levels	Proposed Use of Funds
1 <b>175</b>	Arrow Muffler Company, Inc. 14545 NW 7th Avenue, Miami, FL 33168 Established - 11/1957  Gross Annual Revenue: \$35,000  Industry: Automobile Muffler Restoration/Replacement	\$10,000	\$10,000	Yes	Yes	<ul style="list-style-type: none"> <li>Equipment purchase: Miller metric welder; Lincoln lifting 3350; air compressor; DeWalt impact wrench; Eastwood bench; Milwaukee cordless saws</li> <li>Applicant indicates 1 new position will be created</li> <li>Will need to sign the CRA's Document Checklist &amp; Attestation Form</li> </ul>
2 <b>170</b>	Greater 7 <sup>th</sup> Digital Press 14625 NW 7th Ave, Miami, FL 33168 (Property owner) Established - 9/2011  Gross Annual Revenue: \$35,000  Industry: Printing Company	\$10,000	\$10,000	Yes	Yes	<ul style="list-style-type: none"> <li>Equipment purchase: Small cutting machine; commercial screen printing t-shirt machine; AB Dick 9995 (similar to Ryobi)</li> <li>Applicant indicates several new positions will be created</li> <li>Received a CIP grant in FY 2012-2013 for \$50,000 to renovate front façade (signage/paint); repair drainage issues in back of building; and upgrade A/C system. The grant was successfully closed out.</li> </ul>
3 <b>160</b>	Ponderosa Woodslabs 14927 NW 7th Ave, Miami, FL 33168 Established - 2/2018  Gross Annual Revenue: \$236,500  Industry: Live Edge Woodslabs/Custom Hardwood Furniture	\$10,000	\$10,000	Yes	---	<ul style="list-style-type: none"> <li>Equipment purchase: wide belt sanding machine; dust collector unit and air compressor</li> <li>Also applied for a CIP grant (\$50,000)</li> <li>Will need to sign the CRA's Document Checklist &amp; Attestation Form</li> </ul>
4 <b>155</b>	Click N Go The Online Store LLC 750 NW 107 <sup>th</sup> Street, Miami, FL 33168 Established - 3/2019  Gross Annual Revenue: \$30,000  Industry: Shipping Company/Online Store	\$10,000	\$10,000	Yes	Yes	<ul style="list-style-type: none"> <li>Equipment purchase: Forklift</li> <li>Applicant indicates 1 new position will be created</li> </ul>

**EXHIBIT "B"**

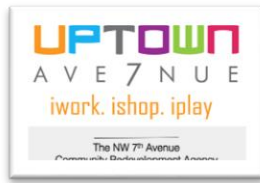
NW 7<sup>th</sup> Avenue CRA Grants Application Recommendations  
Business Innovation & Improvement Grant (BIIG)

FY 2021-2022

Available Funding: \$279,500

5  <b>140</b>	Abby's Adult Day Care 8872 NW 7th Ave, Miami, FL 33150 Established - 11/2017  Gross Annual Revenue: \$372,000  Industry/Business: Adult Day Care	\$10,000	\$10,000	Yes	Yes	<ul style="list-style-type: none"> <li>Equipment purchase/technology upgrade: NuStep exercise machine; computer; recliners; desks and chairs</li> <li>Also applied for a CIP grant (\$50,000)</li> </ul>
6  <b>140</b>	Papillon Business LLC 10605 NW 7th Ave, Miami, FL 33168 Established - 5/2017  Gross Annual Revenue: \$17,000  Industry: Retail Clothing and Beauty Sales	\$10,000	\$10,000	Yes	Yes	<ul style="list-style-type: none"> <li>Technology Upgrade: Apple iMac; iPad Pro; 50' display; merchant point of payment station; LED display case</li> </ul>
7  <b>140</b>	Thomas Dental Associates 14050 NW 7th Ave, Miami, FL 33168 (Property owner) Established - 1994  Gross Annual Revenue: \$240,000  Industry: Dental Office	\$10,000	\$10,000	Yes	Yes	<ul style="list-style-type: none"> <li>Equipment purchase: Midwest tradition high speed pro machine (4); Midwest tradition low speed pro machine (4); Midwest straight attachment (4); Midwest contra angle sheath (4); Midwest push button contra angle latch (4); Midwest universal adaptor (4)</li> <li>Also applied for CIP grant (\$50,000)</li> </ul>
8  <b>130</b>	Palm Automart Sales d/b/a Magic Touch 10801 NW 7th Ave, Miami, FL 33168 Established - 7/2004  Gross Annual Revenue: Not reported  Industry: Autobody Parts/Repair	\$10,000	\$10,000	Yes	Yes	<ul style="list-style-type: none"> <li>Equipment purchase: 4-ton car lift car frame machine; computer</li> <li>Applicant indicates 2 new positions will be created</li> <li>Will need to sign the CRA's Document Checklist &amp; Attestation Form</li> </ul>

**Total FY 2021-2022 BIIG Recommended Funding: \$80,000**



**COMMERCIAL IMPROVEMENT PROGRAM GRANT AGREEMENT  
BETWEEN \_\_\_\_\_ AND THE  
N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT  
AGENCY**

This **Commercial Improvement Program Grant Agreement** (Agreement) is entered this \_\_\_\_\_ day of \_\_\_\_\_, 2022 (“Effective Date”), between the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency (Agency), whose address is 111 N.W. 1<sup>st</sup> Street, 22<sup>nd</sup> Floor, Miami, Florida 33128, and \_\_\_\_\_ (the “Grantee”), whose business address is \_\_\_\_\_ (the “Premises”).

**WHEREAS**, Grantee has demonstrated his desire to enhance the physical, economic, and aesthetic appeal of his commercially zoned building and property located at \_\_\_\_\_, located within the N.W. 7th Avenue Corridor Community Redevelopment Area (“Area”); and

**WHEREAS**, Grantee has agreed to upgrade and rehabilitate the commercial business of his owned commercial building as reflected on previously provided plans and specifications; and

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

**WHEREAS**, the Agency has adopted policies and procedures to implement a Commercial Improvement Grant Program, including partially funding the cost of rehabilitating the commercial businesses.

**NOW, THEREFORE**, for mutual consideration, the parties hereby agree as follows:

**1. TERM OF THE AGREEMENT**

The term of the Agreement shall be for a period not to exceed twenty-four (24) months commencing on the date this Agreement is executed by the Agency’s Executive Director or designee, unless such expiration date is extended at the sole discretion of the Agency’s board of commissioners.

**2. SCOPE OF SERVICES**

- A. The Agency shall fund up to seventy-five percent (75%) of the cost of renovation of commercial businesses, not to exceed a maximum of \$50,000.00 as detailed in the adopted *N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency Commercial Improvement Grant Program Policy and Procedures* (Attachment A). The Agency shall fund its share of the cost through disbursements after the Grantee has expended and documented their expenditure of the costs. All invoices shall be approved by both the Grantee and the Grantee’s architect prior to submittal to the Agency. The last and final payment shall be made when all permits have been closed out or building has received a certificate of occupancy, when applicable.

Grantee shall rehabilitate the commercial building located at

\_\_\_\_\_ (Premises). Such rehabilitation shall conform to the adopted *N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency Commercial Improvement Grant Program Policy and Procedures* and meet all code requirements of Miami-Dade County (County). Grantee shall obtain all required permits prior to commencing the rehabilitation of the Premises.

- B. Upon receipt and review of a proper invoice submitted by Grantee, the Agency shall reimburse Grantee 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 Agency shall reimburse Grantee 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 Agency shall reimburse Grantee within forty-five (45) calendar days; or within thirty (30) calendar days if Grantee is a small business, a minority-owned business, or a women-owned business enterprise. Failure of the Agency to adhere to the prompt payment requirements described herein shall render the Agency subject to paying interest on the amount due to the Grantee. Grantee shall also pay its subcontractor(s) as authorized under this Agreement in a timely manner as indicated in the corresponding subcontract.

### 3. **ADMINISTRATIVE CONDITIONS**

- A. Grantee agrees to the terms and conditions specified in the adopted *N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency Commercial Improvement Grant Program Policy and Procedures* and said document is incorporated into this Agreement by reference as Attachment A.
- B. Grantee agrees to the construction budget detailed in the written estimate from \_\_\_\_\_ for \_\_\_\_\_ and dated \_\_\_\_\_.

### 4. **BUDGET**

The Agency agrees to pay from its Tax Increment Trust Fund, for the budget year of FY 2021-22, the maximum amount of \$\_\_\_\_\_.00 Said funds are to be used for construction purposes according to the written estimate \_\_\_\_\_ for \_\_\_\_\_ and dated \_\_\_\_\_. The Agency shall fund its share of the cost through disbursements after the Grantee has expended and documented those expenditures of their share of the costs. All invoices shall be approved by the Agency's Grant Program Administrator, Neighbors And Neighbors Association, Inc. (NANA), the Grantee and the Grantee's architect prior to submittal to the Agency. Payment will not be made if work products are incomplete. Documentation detailing the source and extent of the cost shall be provided with each invoice. This shall typically be in the form of third-party construction or vendor invoices. Request for reimbursement shall be transmitted on the *Facade Program Request for Reimbursement Form* (Attachment C).

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 6 of this Agreement and the Agency shall have no further obligations to provide grant funding to Grantee.

## **5. 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 at 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.

## **6. 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.

## **7. 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.

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.

## **8. 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.

## **9. 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.

## **10. 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 this Agreement. Venue for any such litigation shall be in Miami-Dade County, Florida.

## **8. WARRANTIES OF GRANTEE; INDEMNIFICATION**

- 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 Grantee is seized in fee simple title to the Premises, free and clear and unencumbered. Grantee further represents and warrants that it has good right, full power and lawful authority to enter into this Agreement.
- C. No waiver of performance by the Agency shall be deemed a breach of contract.
- D. 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.

## **11. INDEMNIFICATION AND INSURANCE**

- A. Grantee shall indemnify, defend, 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. Additionally, 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. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by 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 provision shall survive the expiration or termination of this Agreement.
- B. The Grantee shall submit to the Agency, c/o Office of Management and Budget, 111 N.W. 1st Street, 22<sup>nd</sup> Floor, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
  - (i) All insurance certificates must list the Agency as "Certificate Holder" in the following manner:

N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency  
c/o Miami-Dade County  
111 N.W. 1<sup>st</sup> Street, Suite 2340  
Miami, Florida 33128
  - (ii) Workers' Compensation Insurance for all employees of the Grantee as required by Florida Statutes, Chapter 440.
  - (iv) Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.
  - (v) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000.00\* combined single limit per occurrence for bodily injury and property damage.

- (vi) Professional Liability Insurance in the name of the Grantee, in an amount not less than \$250,000.00.
- (vii) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
  - (1) The company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength by Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

- (2) The company must hold a valid Florida Certificate of Authority as shown in the latest “List of All Insurance Companies Authorized or Approved to Do Business in Florida,” issued by the State of Florida Department of Financial Services.
- (viii) Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligations under this Section or under any other section of this Agreement.
- (ix) The Agency reserves the right to inspect the Grantee’s original insurance policies at any time during the term of this Agreement.
- (x) **Failure to Provide and Maintain Certificates of Insurance.** The Grantee shall be responsible for assuring that the insurance certificates and proof of medical malpractice coverage, where applicable, that are required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates and proof of medical malpractice coverage, where applicable, are scheduled to expire or have been canceled during the effective term, the Grantee shall be responsible for submitting new or renewed insurance certificates and proof of medical malpractice coverage, where applicable, to the Agency prior to expiration.
- (xi) In the event that expired or canceled certificates and proof of medical malpractice coverage, where applicable, are not replaced with new or renewed certificates which cover the effective term, the Agency may suspend the Agreement or withhold reimbursement until such time as the new or renewed certificates are received by the Agency in the manner prescribed herein, and are approved by the Miami-Dade County’s Internal Services Department, Risk Management Division on behalf of the Agency; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Agency may, at its sole discretion, seek appropriate remedies including, but not limited to, repayment to the Agency or termination of this Agreement.

## **12. 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.

## **13. 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.

**14. 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 five (5) years, following the final inspection by the County. The improvements will remain serviceable and shall retain their character based on the final design.
- B. Grantee's failure to maintain the improvements in a manner acceptable to the Agency may be considered a material breach of the terms of the Agreement if Grantee:
  - i. Allows additional signage on the face of the buildings or entrances;
  - ii. fails to repair damaged improvements within one-hundred and eighty (180) days of notice;
  - iii. rents or leases to tenants who violate County Codes on an on-going basis;
  - iv. fails to undertake reasonable maintenance, such that the improvements have become deteriorated in appearance; and/or
  - v. substantially changes the commercial improvements, such that they no longer resemble the approved design.
- C. If Grantee fails to perform any of his obligations or materially breaches the terms of this Agreement, the Agency may impose fines and penalties, withhold eligibility for further benefits, recover payments made to Grantee, and/or take such other remedies that may be legally permitted.

**15. 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: Jorge M. Fernandez, OMB Coordinator

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

**To Grantee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**16. PUBLIC RECORDS**

- A. Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Grantee" 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, e-mails, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.
- 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: Jorge M. Fernandez  
Email: [jjorge@miamidadegov](mailto:jjorge@miamidadegov)

- E. The terms set forth in this section 15 shall survive the termination of this Agreement.

**17. 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 \_\_\_\_\_ (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 \_\_\_\_\_'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 \_\_\_\_\_, 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 \_\_\_\_\_ (Grantee) in connection with this Agreement. The terms of this Section 10 shall not impose any liability on the Agency by the \_\_\_\_\_ (Grantee) or any third party.

- B. Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Agency contracts, throughout the duration of said contracts, 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 \_\_\_\_\_ (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 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 \_\_\_\_\_ (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 \_\_\_\_\_ (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 \_\_\_\_\_ (Grantee) from the Inspector General or IPSIG retained by the Inspector General, the \_\_\_\_\_ (Grantee) shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the \_\_\_\_\_'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.

## 18. **REPRESENTATIONS AND WARRANTIES**

The Grantee represents and warrants to the Agency as follows:

- A. **Organization.** The Grantee is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida and has the power to carry out its business as it is now being conducted and to own, hold, or operate its properties, if applicable, and assets. The Grantee is aware of and is in compliance with all material applicable State and Federal laws.
- B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the Grantee. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order, or decree of the Grantee or any of its officers.
- C. **Solicitation of this Agreement.** The Grantee has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the Grantee paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

## 19. **CONFLICT OF INTEREST AND NEPOTISM**

- A. No person under the employ of the Agency, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement. Further, no officer, director, employee, agent, or other consultant of the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- B. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by Grantee shall be employed by the Grantee unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the Grantee if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:
  - (i) By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
  - (ii) By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
  - (iii) Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such

individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

- (iv) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
  - (v) In the event Grantee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Grantee shall promptly bring such information to the attention of the Agency's Program Director. Grantee shall thereafter cooperate with the Agency's review and investigation of such information, and comply with the instructions Grantee receives from the Agency's Program Director in regard to remedying the situation.
  - (vi) For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.
  - (vii) An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.
  - (viii) This section applies to both full-time and part-time employees and voting members of the Grantee's Board of Directors or Trustees.
- (C) No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the Grantee, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Grantee, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Grantee's employee(s) or service program.
- (D) Grantee and Agency staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.

## **20. 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 Executive Director 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.
- D. This Agreement shall not be amended except by written instrument signed by all parties hereto.
- 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 Miami-Dade County 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 governs.
- H. This Agreement includes:

Attachment A: *NW 7th Avenue Corridor Community Redevelopment Agency Commercial Improvement Grant Program Policy and Procedures Manual/Grant Application Packages*

Attachment B: *Conflict of Interest Disclosure Form*

Attachment C: *Façade Program Request for Reimbursement Form*

Attachment D: *Property Owners Consent Form*

**[SIGNATURES APPEAR ON FOLLOWING PAGE]**

**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.

\_\_\_\_\_ :

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

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

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
Authorized person OR Notary Public

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

Title: \_\_\_\_\_

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

Corporate Seal OR Notary Seal/Stamp

\_\_\_\_\_

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

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

Name: Rasha Comeau

Title: Executive Director

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

**WITNESS:**

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

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

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

Approved for form and legal sufficiency:

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

## **ATTACHMENT A**

### ***Commercial Improvement Grant Program Policy and Procedures Manual***

**ATTACHMENT B**

***Façade Improvement Program for Commercial and Industrial  
Buildings Conflict of Interest Disclosure Form***

**ATTACHMENT C**

***Façade Program Request for Reimbursement Form***

**ATTACHMENT D**

***Property's Owner's Consent and Acknowledgement of Grantee's Receipt and Use of Grant Funds  
Form***

*\*Complete this form only if the Grantee is not the owner of the property/building*

The undersigned, \_\_\_\_\_, as owner of the property located at \_\_\_\_\_, Florida 33\_\_\_\_, does hereby acknowledge and consent to the receipt of a grant in the amount of \$\_\_\_\_\_ ("Grant Funds") from the N.W. 7<sup>th</sup> Avenue Corridor Community Redevelopment Agency ("Agency") to \_\_\_\_\_ ("Grantee"), who is my tenant. The undersigned further consents to Grantee's use of such Grant Funds for the purposes as set forth in that certain Grant Agreement between the Agency and Grantee dated \_\_\_\_\_, 20\_\_\_\_\_.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, these presents have been executed this \_\_\_\_\_ day of \_\_\_\_\_,  
20\_\_\_\_.

WITNESSES:

\_\_\_\_\_  
(NAME OF OWNER)

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name

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

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature

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

\_\_\_\_\_  
Print Name

Address:  
\_\_\_\_\_  
\_\_\_\_\_

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

STATE OF FLORIDA )  
COUNTY OF MIAMI-DADE )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this \_\_\_\_\_ day of \_\_\_\_\_, 2022, by \_\_\_\_\_ as \_\_\_\_\_ of \_\_\_\_\_, a Florida \_\_\_\_\_.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Notary Public, State of Florida

☐ Personally Known or ☐ Produced Identification  
Type of Identification Produced



**BUSINESS INNOVATION AND INVESTMENT GRANT AGREEMENT  
BETWEEN \_\_\_\_\_ AND THE  
N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY**

This **Business Innovation and Investment Grant Program 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 \_\_\_\_\_, owner of \_\_\_\_\_ whose business address is \_\_\_\_\_, (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 Executive Director 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;

- 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.

### **3. BUDGET**

The Agency agrees to pay from its Tax Increment Trust Fund the maximum amount of \$\_\_\_\_\_.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. PROMPT PAYMENT**

Upon receipt and review of a proper invoice submitted by Grantee, the Agency shall reimburse Grantee 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 Agency shall reimburse Grantee 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 Agency shall reimburse Grantee within forty-five (45) calendar days; or within thirty (30) calendar days if Grantee is a small business, a minority-owned business, or a women-owned business enterprise. Failure of the Agency to adhere to the prompt payment requirements described herein shall render the Agency subject to paying interest on the amount due to the Grantee. Grantee shall also pay

its subcontractor(s) as authorized under this Agreement in a timely manner as indicated in the corresponding subcontract.

## **6. 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.

## **7. 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.

## **8. 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.

## **9. 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.

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.

#### **10. 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.

#### **11. 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.

#### **12. 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.

**13. INDEMNIFICATION**

- A. 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.
- B. No waiver of performance by the Agency shall be deemed a breach of contract.
- C. 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.
- D. This section shall survive the expiration or termination of this Agreement.

**14. 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.

**15. 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.

**16. 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.

**17. 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: Jorge Fernandez, OMB Coordinator

**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 Grantee:** \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

## 18. **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 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: Jorge M. Fernandez  
Email: [jjorge@miamidadegov](mailto:jjorge@miamidadegov)**

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

**19. 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 \_\_\_\_\_ (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 \_\_\_\_\_'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 \_\_\_\_\_ (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 \_\_\_\_\_ (Grantee) in connection with this Agreement. The terms of this Section 10 shall not impose any liability on the Agency by the \_\_\_\_\_ (Grantee) or any third party.

**B. Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Agency contracts, throughout the duration of said contracts, 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 \_\_\_\_\_ (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 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 \_\_\_\_\_ (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 \_\_\_\_\_ (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 \_\_\_\_\_ (Grantee) from the Inspector General or IPSIG retained by the Inspector General, the \_\_\_\_\_ (Grantee) shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the \_\_\_\_\_'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.

## 20. **REPRESENTATIONS AND WARRANTIES**

The Grantee represents and warrants to the Agency as follows:

- A. **Organization.** The Grantee is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida and has the power to carry out its business as it is now being conducted and to own, hold, or operate its properties, if applicable, and assets. The Grantee is aware of and is in compliance with all material applicable State and Federal laws.
- B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the Grantee. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order, or decree of the Grantee or any of its officers.
- C. **Solicitation of this Agreement.** The Grantee has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the Grantee paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

## 21. **CONFLICT OF INTEREST AND NEPOTISM**

- A. No person under the employ of the Agency, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement. Further, no officer, director, employee, agent, or other consultant of the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- B. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by Grantee shall be employed by the Grantee unless the

employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the Grantee if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:

- (i) By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
  - (ii) By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
  - (iii) Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.
  - (iv) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
  - (v) In the event Grantee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Grantee shall promptly bring such information to the attention of the Agency's Program Director. Grantee shall thereafter cooperate with the Agency's review and investigation of such information and comply with the instructions Grantee receives from the Agency's Program Director in regard to remedying the situation.
  - (vi) For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.
  - (vii) An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.
  - (viii) This section applies to both full-time and part-time employees and voting members of the Grantee's Board of Directors or Trustees.
- (C) No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the Grantee, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Grantee, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Grantee's employee(s) or service program.

- (D) Grantee and Agency staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.

## 22. **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 Executive Director 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.
- 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. Miami-Dade County's 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]**

**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.

\_\_\_\_\_:

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

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

Title: \_\_\_\_\_

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

Attest: \_\_\_\_\_  
*Authorized person OR Notary Public*

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

Title: \_\_\_\_\_

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

Corporate Seal OR Notary Seal/Stamp

\_\_\_\_\_

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

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

Name: Rasha Comeau

Title: Executive Director

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

**WITNESS:**

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

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

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

Approved for form and legal sufficiency:

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

## **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*