



NW 79th Street Community Redevelopment Agency

www.miamidade.gov/global/government/boards/northwest-79th-street-cra.pageasp

March 12, 2025

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

- I. Call to Order
- II. Roll Call
- III. Reasonable Opportunity for the Public to be Heard — 2 minutes per speaker
- IV. Approval of Agenda
- V. Welcome New Board Member Sandy Lila
- VI. Approval of Minutes
 - A. January 29, 2025
- VII. Action Items:
 - A. **Resolution 01-2025: Resolution of the NW 79th Street Community Redevelopment Agency Exercising Option No. 1 of RFP No. EVN0002830 (Economic Development Coordinator Services NW 79th Street Community Corridor) to MHCP COLAB LLC**
 - B. **Resolution 02-2025: Resolution of the NW 79th Street Community Redevelopment Agency Exercising Option No. 1 of RFP No. EVN0002831 (Grant Administrator Services, NW 79th Street Community Corridor) to NANA CRA Affordable Housing, LLC d/b/a Neighbors and Neighbors, Inc. (NANA)**
 - C. **Resolution 03-2025: Resolution of the NW 79th Street Community Redevelopment Agency Approving the Package #1 for Fiscal Year 2024-25 Area Improvement & Redevelopment Grant Program Funding**
- VIII. COLAB, Economic Development Team
 - A. Discussion of Focus Group Findings and 5-Year Action Plan Summary
- IX. NANA, Grants Administrator
- X. New Business
 - A. Administrative Update
- XI. Adjournment

To protect and preserve the community for existing residents by enhancing their quality of life through parks, cultural initiatives, walkable neighborhoods, and housing affordability for all while driving business development and planning sustainable growth in our industrial hubs. By fostering community engagement, we aim to create a safe and thriving neighborhood that benefits current and future generations.

NW 79th Street Community Redevelopment Agency

www.miamidade.gov/global/government/boards/northwest-79th-street-cra.pageasp



2025 Meeting Dates*

Arcola Lakes Library @ 6pm

~~·Wednesday, January 29th~~

~~·Wednesday, February 26th~~ Re-scheduled

·Wednesday, March 12th

·Wednesday, April 30th

·Wednesday, May 28th

·Wednesday, June 25th

·Wednesday, July 30th

·August Board Recess

·Tuesday, September 30th

FRA Conference, October 14th-17th

·Wednesday, October 29th

·Tuesday, November 25th

·Tuesday, December 23rd

Meeting dates and agendas are also posted at:

<https://www.miamidade.gov/global/government/boards/northwest-79th-street-cra.page>
(CRA webpage)

<https://www8.miamidade.gov/global/calendar/global.page>
(Miami-Dade County webpage)

Contact: Miami-Dade County - Office of Management & Budget
(305) 375-5143

**Meeting dates are subject to change due to unforeseen circumstances.*

To protect and preserve the community for existing residents by enhancing their quality of life through parks, cultural initiatives, walkable neighborhoods, and housing affordability for all while driving business development and planning sustainable growth in our industrial hubs. By fostering community engagement, we aim to create a safe and thriving neighborhood that benefits current and future generations



N.W. 79th Street Corridor
Community Redevelopment Agency
FY 2024-2025
Beginning October 1, 2024

	FY 2023-24 Adopted Budget	FY 2023-24 Projected Budget	FY 2024-25 Proposed Budget
REVENUES			
UMSA Tax Increment Revenue (TIR)	964,111	964,111	1,167,790
County-wide Tax Increment Revenue (TIR)	2,310,137	2,310,137	2,797,159
Carryover from Prior Year	6,543,765	6,561,931	9,661,726
Interest Earnings	169,088	315,174	315,174
Revenue Total	9,987,101	10,151,353	13,941,849
EXPENDITURES			
Administrative Expenditures:			
Contractual Services , Web-based Grants program	3,000	3,000	3,000
Contractual Services, Executive Director	-	-	150,000
Rent and Utilities	-	-	55,000
Procurement/Sourcing Support	50,000	-	30,000
Audits & Studies	30,000	16,500	25,000
CRA Support - Staff Office Supplies	4,000	-	4,000
Printing & Publishing	5,000	-	5,000
Clerk & Meeting Costs	3,000	-	3,000
Advertising, Mail Services & Notices	5,000	-	5,000
Travel (includes educational conferences & seminars)	15,000	15,000	10,000
Other Administrative Expenses (Direct County support)	160,000	160,000	212,549
(A) Subtotal Administrative Expenses	275,000	194,500	502,549
County Administrative Fee/Charge at 1.5%	49,114	49,114	59,474
(B) Subtotal Administrative Expenses & County Charge	324,114	243,614	562,023
Operating Expenditures:			
Meeting Room Expenses	3,000	-	-
Professional Develop (Conferences/Trainings/Seminars)	20,000	-	15,000
Memberships & State Fees	4,000	4,000	4,000
Legal Services	40,000	40,000	50,000
Printing, Publishing & Social Media	20,000	-	25,000
Business Services & Outreach	175,000	-	50,000
Contractual Services, Grants Administrator	175,000	87,500	175,000
Contractual Services, Econ Dev/Market Analyst	200,000	114,513	190,000
Contractual Services, FON/Expansion Program Asst.	200,000	-	100,000
Job Training Partnerships	170,000	-	150,000
Community Policing/Solid Waste/Code Enforcement	100,000	-	100,000
Residential Rehabilitation Grant Program	600,000	-	500,000
Small Business Grant Program	600,000	-	-
Small Business Technology & Innovation Grant Program	-	-	250,000
Revitalization & Rehabilitation Grant Program	-	-	500,000
Business Attraction & Relocation Grant Program	1,000,000	-	1,000,000
Business Incubator Partnership	-	-	250,000
18th Avenue Improvements	-	-	1,000,000
Land Appr/Acquisitions/Streetsca/Housing	6,355,987	-	9,020,826
(C) Subtotal Operating Expenses	9,662,987	246,013	13,379,826
(D) Reserve	-	-	-
Expenditure Total (B+C+D)	9,987,101	489,627	13,941,849
Cash Position (Rev-Exp)	0	9,661,726	0



NW 79th STREET CORRIDOR REDEVELOPMENT AGENCY REGULAR MEETING

OFFICIAL MINUTES – Wednesday, January 29, 2025

I. Call to Order – CRA Board Chairman McKinney called the meeting to order at 6:19 p.m.

II. Roll Call and Introductions –

Aaron McKinney, Chairman	Present
Dr. Gilbert Saint Jean, Jr., Vice Chairman	Present
Board Member Nadege Vilsaint	Present
Board Member Parmalyn Jacob	Absent
Board Member Tanisha "Wakumi" Douglas	Present

Others Present:

Vivian Cao, Chimene Graham, and Nicole Jordan, Miami-Dade County, Office of Management & Budget (OMB)
Terrence A. Smith, Miami-Dade County, County Attorney's Office (CAO)
Melissa Hege and Matthew Hege, MHCP COLAB
Leroy Jones and Alice Townsend, Neighbors and Neighbors Association (NANA)

III. Public Comment/Reasonable Opportunity to be Heard – There were no participants.

IV. Approval of Agenda – Tanisha "Wakumi" Douglas moved to approve the agenda, with a second from Nadege Vilsaint Motion passed.

V. Approval of October 30, 2024, Minutes – Nadege Vilsaint moved to approve the minutes with a second from Tanisha "Wakumi" Douglas. Motion passed.

VI. Presentation–

- A. CRA Residential Rehabilitation Program Proposal, Rebuilding Together – Martina Spolini provided an overview of the *Rebuilding Together Program (RBT)*. RBT supports generational homeownership, by assisting homeowners with needed repairs which may be out of financial reach for them. Martina referenced a component of their program, the "Homeowner Journey," which outlines preliminary processes, insights on the entire process, and provides eligibility criteria. Some of the repairs/upgrades offered include: impact windows and doors, bathroom/ADA upgrades and roof replacement.

Martina also stated that in order to qualify, homeowners needed to be 80% below the average median income (AMI). After a question from the Chairman regarding contractors, Martina stated that the organization provides local contractors the opportunity to complete the repairs as long as they meet the proper insurance requirements. The board expressed interest in RBT and asked that staff work with the County Attorney to see what partnering options are available.

VII. COLAB, Economic Development Team– Melissa Hege provided an update on the CRA Focus Group meetings taking place next week and encouraged board members to forward the invitation to members of the community. The purpose of these focus group meetings is to gather business/community information to update the CRA's Action Plan.

VIII. NANA Grants Administrator– Leroy Jones provided an update of the potential grant applicants they are presently working with. In order to get the word out about the grants program, Leroy played a sample of the radio advertisement which will be aired on HOT 105 in order to promote the CRAs grants. He indicated that it is his hope that as word spreads, word-of-mouth will hopefully help to increase the number of applications.

Chairman McKinney emphasized the need to have a process in place for businesses which may request funding for large-scale commercial projects within or relocating into the CRA. Melissa indicated that COLAB and staff have been working on a package and hope to be finalized in April.

IX. New Business

- A. Administrative Updates – Vivian Cao stated she met with most of the board members to discuss the executive director position which will be shared between the NW 7th Avenue CRA and the NW 79th Street CRA. Vivian stated the position will be advertised on the Florida Redevelopment Association (FRA) website for three weeks and then the resumes will be forwarded to the Board members. Vivian also mentioned that staff will review the applications to make sure applicants meet the minimum criteria before forwarding the resumes to the Board.

Board member Wakumi Douglas requested to add to the job description a line which includes "...hiring consultants, community engagement, and attending trainings/conferences." Vivian stated these would be added to the job posting, but that there would also be a statement of work that clearly outlines the duties of the executive director's, as well as a document detailing the County staff duties. Nadege Vilsaint made a motion to approve the job description as amended with a second from Dr Gilbert Saint Jean Jr. Motion passed.

- x. Adjournment – There being no additional business, the meeting adjourned at 7:33 p.m.

RESOLUTION NO. CRA-03-2025

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FISCAL YEAR 2024-25 AREA IMPROVEMENT AND REDEVELOPMENT GRANT FUNDING RECOMMENDATIONS IN A TOTAL AMOUNT NOT TO EXCEED \$85,000.00; 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. 79TH STREET 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 2024-25 Area Improvement and Redevelopment Program grant funding recommendations in a total amount not to exceed \$85,000.00.

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, attached hereto as Exhibits "A", "B" and "C" and incorporated herein by reference with the grantees identified in the accompanying memorandum, 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:

Aaron McKinney, Chairman _____	
Dr. Gilbert St. Jean _____	
Tanisha Douglas _____	Parmalyn Jacob _____
Sandy Lila _____	Nadege Vilsaint _____

The Chairperson thereupon declared the resolution duly passed and adopted this 12th day of March, 2025.

**N.W. 79th STREET COMMUNITY
REDEVELOPMENT AGENCY AND
ITS BOARD OF COMMISSIONERS**

By: _____
N.W. 79th Street CRA Secretary

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

Terrence A. Smith



Date: March 12, 2025

To: Aaron McKinney, Chairman
NW 79th Street Community Redevelopment Agency
and Board Members

From: Vivian Cao, Executive Director *Vivian Cao*
NW 79th Street Community Corridor Redevelopment Agency

Subject: **Resolution 01-2025:** Recommendation to Exercise Option No. 1 of RFP No. EVN0002830 (Economic Development Coordinator Services, NW 79th Street Community Corridor) to MHCP COLAB LLC

Recommendation

It is recommended that the Board of Commissioners of the NW 79th Street Community Corridor Redevelopment Agency (Agency) authorize the Executive Director or Executive Director's designee to exercise the first renewal option of Contract No. EVN0002830, Economic Development Coordinator Services for NW 79th Street Community Corridor to MHCP COLAB LLC (COLAB) in an amount not to exceed \$190,000.00 for a one-year term. It is further recommended that the Board authorize the Executive Director or Executive Director's designee to execute on behalf of the Agency an amendment to the contract to accomplish the purpose set forth herein, subject to the approval of the County Attorney's Office. Subject to the Board's approval, the contract may be extended for an additional three, one-year options to renew, dependent on annual funding.

Fiscal Impact

The fiscal impact of this item is \$190,000.00 which will be funded with tax increment financing and will be taken from the line item in the Agency's budget titled *Contractual Services, Economic Development/Market Analyst*.

Delegation of Authority

Upon approval of this item, the Executive Director or Executive Director's designee will be authorized to exercise the first renewal option and execute on behalf of the Agency an amendment to the contract with COLAB, subject to the approval of the County Attorney's Office.

Due Diligence

Throughout year one of the contract, monthly reports and bi-weekly meetings were held. There were no performance or compliance issues with this vendor.

Background

On November 13, 2023, Miami-Dade County's Strategic Procurement Department (SPD) on behalf of the Agency released a competitive Request for Proposals (RFP) EVN0002830, for the purchase of economic redevelopment coordination services. After the conclusion of a competitive process, COLAB was selected in March 2024 for a negotiated amount of \$190,000.00 for one year and approved by the Agency Board on March 27, 2024.

Since March 27, 2024, COLAB has served as the Agency's economic development coordinator firm, providing a comprehensive multi-track approach utilizing urban planning, economic analysis and communications strategy for identifying strategic opportunities to maximize the economic vitality of the Area, as set forth in the redevelopment plan.

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Recommendation — Option-to-Renew No. 1, RFP No. EVN0002830 (Economic Development Coordinator Services, NW 7th Avenue Community Corridor)
March 12, 2025

Year one tasks, as approved by the Board, are detailed on Table 1 below, and included the following:

- Evaluation and creation of a database of the Area's conditions to include vacant land/parcels available for development, unsafe structures, existing uses, land ownership/values; land use and zoning; neighborhood services and amenities; transit/transportation; septic-to-sewer upgrade feasibility;
- Delivery of Agency's updated Action Plan;
- Delivery of the Agency's electronic dashboard;
- Hosted successful Strategic Planning Retreat;
- Development of Strategic Planning documents;
- Hosted three successful business/community/residential Action Plan planning sessions
- Liaised with multiple community partners, including private business owners, residents, developers, FDOT and Miami-Dade County departments (Commission offices; planning; water and sewer; transit/public works; code enforcement and housing)

Table 1. Deliverables and Outcomes

Task	Timeline	2024 – 25 Outcome	ADDITIONAL INFORMATION
A. Evaluate existing conditions/SWOT analysis	Mar – June 2024	Complete	July 2024
B. Inventory vacant land/parcels which may be available for redevelopment	Mar – June 2024	Complete	May 2024
C. Provide communications strategy for stakeholder engagement	Mar – June 2024	Complete	April 2024
D. Launch Public input community engagement tool's online multi-language dashboard as part of on-going community outreach effort	Mar – June 2024	Complete	March 2025
E. Issue strategic vision developed from the board retreat	Aug – Sept 2024	Complete	September 2024
F. Schedule and facilitate Board retreat/strategic planning session(s)	June – July 2024	Complete	August 2024
G. Review and update the Agency's Action Plan	Sept - Oct 2024	Complete	March 2025
H. Develop business outreach plan	Sept - Oct 2024	Complete	September 2024
I. Provide recommendations to the redevelopment plan consultant/firm	Mar 2024 – Feb 2025	---	Activity expected once the Agency selects a firm to update the Agency's redevelopment plan
J. Engage in regular interaction with businesses along the corridor and those desirous of relocating; provide monthly activity reports and other documents as needed	Mar 2024 – Feb 2025	Complete	On-going
K. Collaborate, as needed, with other community redevelopment agencies (NW 7 th Avenue/North Miami) and Agency consultants for execution of mutual goals	Mar 2024 – Feb 2025	Complete	On-going

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Recommendation — Option-to-Renew No. 1, RFP No. EVN0002830 (Economic Development Coordinator Services, NW 7th Avenue Community Corridor)
March 12, 2025

L. Facilitate Inter-governmental (Miami-Dade County/State) matters and relations, as needed	Mar 2024 – Feb 2025	Complete	On-going
M. Attend Agency Board and staff meetings (in-person/virtual/telephone) and workshops and other relevant meetings, as requested	Mar 2024 – Feb 2025	Complete	Also coordinated an Agency tour of the Area July 2024
N. Provide the Agency with independent analysis, updates, reviews and/or coordination, as requested	Mar 2024 – Feb 2025	Complete	On-going

Additional work that is currently in-progress and/or slated for the Option-to-Renew #1:

- Create a developer application package and community benefits package for new developments.
- Continue to explore funding opportunities to enhance connectivity and increasing aesthetics and visibility through Agency branded circulator service.
- Continue work with Miami-Dade County for a viable redevelopment options in the Poinciana Park area (i.e., medical);
- Evaluate creation of an innovation hub, potential partners and locations.
- Identify potential institutional partners for an allowable workforce development partnership.
- Coordinate with developers and property owners for permanent and temporary uses.

In conclusion, exercising the first option is a strategic decision that will continue to drive the local community's growth and prosperity. COLAB has demonstrated satisfactory leadership, innovation, a strong commitment to fostering economic opportunities, securing critical partnerships, and advancing the goals of the Board. By retaining COLAB, the Board ensures continued momentum with key development projects, strengthens relationships with stakeholders, and maintains the expertise and vision necessary to propel our economic future forward. This renewal is an investment in our community's long-term success. Therefore, it is recommended to exercise Option No. 1, for an amount not to exceed \$190,000.00.

Attachment

SERVICES/DELIVERABLES – MHPC COLAB LLC
EVN0002830 – NW 79th Avenue CRA – Economic Development Services
SCOPE OF WORK
(inclusive of items identified in companion CRA agenda item)

TASK	TIMELINE
A. Overall economic development - Conduct research and analysis to identify economic development opportunities and challenges within the community. <i>This includes analyzing current economic conditions, infrastructure deficiencies, blight or deteriorating properties, unemployment rates and social issues affecting the Area;</i> collaborate with stakeholders to develop short-, mid- and long-term economic development plans aligned with the agency's goals and objectives.	Mar 25 – Feb 26
A. Business engagement, attraction and retention - Identify and target industries and businesses (both within the Area and businesses desirous of relocating into the Area) which align with the community's economic development objectives; develop strategies and initiatives to attract new businesses, including site selection assistance and incentive programs; implement programs to support the growth and retention of existing businesses, including business assistance and expansion programs; and update economic data on Agency's webpage, written materials and create a digital business directory.	Mar 25 – Feb 26
B. Grant/Funding Assistance and Procurement - Research and identify grant/cost-neutral opportunities and funding sources for economic development projects and initiatives; draft, recommend and/or implement competitive or non-competitive solicitations, as requested by the Agency; collaborate with FDOT on grant funding for projects; and identify sources of income other than tax increment revenues	Mar 25 – Feb 26
C. Collaborations - Collaborate with entities regarding workforce development; redevelopment; facilitate partnerships within the Redevelopment Area	Mar 25 – Feb 26
A. Real estate development - Identify underutilized or blighted properties suitable for redevelopment and work with property owners, developers, and investors to stimulate revitalization; coordinate with State/County planning and zoning officials to streamline the development process and ensure compliance with local regulations; facilitate public-private partnerships and negotiate development agreements to attract investment and foster sustainable growth.	Mar 25 – Feb 26
B. Foster small business support – Engage in regular interaction with businesses along the corridor; coordinate a business engagement series for businesses within the Area; and provide monthly activity reports and other documents as needed	Mar 25 – Feb 26
C. Data analysis and reporting - Collect and analyze economic data, market trends, and industry benchmarks to inform economic development strategies and decision-making; and prepare reports and presentations to communicate progress, achievements, and challenges to the Agency's Board, agency staff, stakeholders, and community members.	Mar 25 – Feb 26
D. Attend annual Florida Redevelopment Association (FRA) conference, trade shows and any other conferences/workshops related to Chapter 163, as requested	October 2025
E. Participate in the CRAs strategic planning/retreat	Summer 2025
F. Collaborate, as needed, with other CRAs (NW 79 th Street/North Miami) and CRA consultants (Econ. Dev.) for execution of mutual goals	Mar 25 – Feb 26
G. Attend CRA Board and staff meetings (in-person, virtual, and telephone) and workshops and other relevant meetings, as requested	Mar 25 – Feb 26

RESOLUTION NO. CRA-02-2025

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO EXERCISE THE FIRST RENEWAL OPTION OF CONTRACT NO. EVN0002831, GRANTS ADMINISTRATOR SERVICES FOR THE AGENCY, WITH NEIGHBORS AND NEIGHBORS, INC. (NANA) IN AN AMOUNT NOT TO EXCEED \$183,750.00 FOR A ONE-YEAR TERM, AND TO EXECUTE ON BEHALF OF THE AGENCY AN AMENDMENT TO THE CONTRACT TO ACCOMPLISH THE PURPOSE SET FORTH HEREIN

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. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, that:

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

Section 2. This Board hereby authorizes the Executive Director or Executive Director's designee to exercise the first renewal option of Contract No. EVN0002831, Grants Administrator Services for the Agency, with Neighbors And Neighbors, Inc. (NANA) in an amount not to exceed \$183,750.00 for a one-year term, and to execute on behalf of the Agency an amendment to the contract to accomplish the purpose set forth herein, subject to the approval of the County Attorney's Office.

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:

Aaron McKinney, Chairman _____

Dr. Gilbert St. Jean _____

Tanisha Douglas _____

Parmalyn Jacob _____

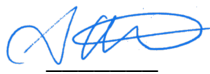
Nadege Vilsaint _____

The Chairperson thereupon declared the resolution duly passed and adopted this 12th day of March, 2025.

**N.W. 79th STREET COMMUNITY
REDEVELOPMENT AGENCY AND
ITS BOARD OF COMMISSIONERS**

By: _____
N.W. 79th Street CRA Secretary

Approved by CRA Attorney as
to form and legal sufficiency.



Terrence A. Smith



Date: March 12, 2025

To: Aaron McKinney, Chairman
NW 79th Street Community Redevelopment Agency
and Board Members

From: Vivian Cao, Executive Director *Vivian Cao*
NW 79th Street Community Corridor Redevelopment Agency

Subject: **Resolution 02-2025:** Recommendation to Exercise Option No. 1 of RFP No. EVN0002831 (Grants Administrator Services, NW 79th Street Community Corridor Agency) to Neighbor and Neighbors, Inc.

Recommendation

It is recommended that the Board of Commissioners (Board) of the NW 79th Street Community Corridor Redevelopment Agency (Agency) authorize the Executive Director or Executive Director's designee to exercise the first renewal option of Contract No. EVN0002831, Grants Administrator Services for the Agency, with NANA Agency Affordable Housing, LLC d/b/a Neighbors and Neighbors, Inc. (NANA) in an amount not to exceed \$183,750.00 for a one-year term, and to execute on behalf of the Agency an amendment to the contract to accomplish the purpose set forth herein, subject to the approval of the County Attorney's Office. Subject to the Board's approval, the contract may be extended for an additional three, one-year options to renew, dependent on annual funding.

Fiscal Impact

The fiscal impact of this item is \$183,750.00 which will be funded with tax increment financing and will be taken from the line item in the Agency's budget titled *Contractual Services, Grants Administrator*.

Delegation of Authority

Upon approval of this item, the Executive Director or Executive Director's designee will be authorized to exercise the first renewal option and execute on behalf of the Agency an amendment to the contract with NANA, subject to the approval of the County Attorney's Office.

Due Diligence

Due diligence was done throughout year one of the contract in the form of monthly reports and multi-monthly meetings. There were no performance or compliance issues with this vendor.

Background

On November 28, 2023, Miami-Dade County's Strategic Procurement Department (SPD) on behalf of the Agency released a competitive Request for Proposals (RFP) EVN0002831, for the purchase of grants coordination services. After the conclusion of a competitive process, NANA was selected on January 19, 2024 for a negotiated amount of \$175,000.00 for one year and approved by the Agency Board on April 3, 2024.

Year one tasks, as approved by the Board, are detailed on Table 1 and included the following:

- Evaluation of current conditions
- Development of grants outreach calendar
- Creation of a relocation grants program
- Revamping of the Agency's existing technology and construction grants programs

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Recommendation — Option-to-Renew, RFP No. EVN0002831 (Grants Coordinator Services, NW 7th Avenue Community Corridor) to NANA, Inc.
March 12, 2025

Table 1. Deliverables and Outcomes

TASK	TIMELINE	2024 Outcome	ADDITIONAL INFORMATION
A. Evaluate existing conditions	Apr – May 2024	Complete	Conducted in-person canvassing and launched an electronic feedback questionnaire
B. Review and update the existing grant program, develop a community benefits agreement and collaterals	Apr – Jul 2024	Complete	Resulted in creation of the Revitalization & Rehabilitation Grant (RRG) and the Small Business Technology & Innovation Grant (SBTIG) Programs
C. Develop a residential grant program	Apr – Jul 2024	Complete	Possible program with an already established company is being pursued
D. Develop a business relocation program	May – Jun 2024	Complete	Resulted in creation of the Business Attraction & Expansion Grant Program (BAEG)
E. Research and provide feasibility report on possible loan programs	May – Jul 2024	---	Preliminary research was conducted. However, the Board pivoted and expressed a desire to open the grants program for Fall 2024.
F. Develop grants outreach plan and calendar	Aug – Sep 2024	Complete	Included the production of flyers and Radio advertisements
G. Research and develop a plan for transitioning to electronic based grant system	Sep – Nov 2024	---	In progress
H. Attend annual Florida Redevelopment Association (FRA) conference, and any other conferences/workshops related to Chapter 163, as requested	Fall 2024	Complete	
I. Participate in the Agency's strategic planning/retreat	Summer 2024	Complete	
J. Engage in regular interaction with businesses along the corridor; provide monthly activity reports and other documents as needed	Apr 24 – Mar 25	Complete	On-going
K. Collaborate, as needed, with other community redevelopment agencies (NW 79 th Street/North Miami) and Agency consultants (Econ. Dev.) for execution of mutual goals	Apr 24 – Mar 25	Complete	On-going
L. Attend Agency Board and staff meetings (in-person, virtual, and telephone) and workshops and other relevant meetings, as requested	Apr 24 – Mar 25	Complete	Also participated in the Agency's tour of the Area

Additional work that is currently in-progress and/or slated for the Option-to-Renew #1:

- Management of current grant recipients
- Transition plan to electronic based system
- Research on possible loan programs (this was tabled due to the Board's desire to open the grants program up in Year One)

In conclusion, exercising the first option is a strategic decision that will continue to support the Agency's grant-seeking efforts and business funding success. NANA has proven to be an invaluable community asset, providing a steady hand and familiar presence for the local businesses. NANA's deep understanding of the grant landscape, coupled with a proven track record of success, ensures that the Agency is positioned for continued growth and sustainability. By retaining NANA, the Board ensures continued momentum with the dispensing and management of the grant programs and maintains the expertise and vision necessary to propelling the Agency forward. This renewal is an investment in the community's long-term success. Therefore, it is recommended to exercise Option No. 1, for an amount not to exceed \$183,750.00.

SERVICES/DELIVERABLES – NEIGHBORS AND NEIGHBORS, INC.
RFP EVN 0002831 – NW 79th Street CRA – Grant Administrator Services
SCOPE OF WORK

(inclusive of items identified in companion CRA agenda item)

TASK	TIMELINE
A. Overall grant management - Develop and implement grant policies, procedures, programs, and guidelines for the grant programs in accordance with agency objectives and funding requirements; coordinate the entire grants life cycle, from pre-application assistance to post-award compliance and reporting; monitor grant-funded projects to ensure adherence to grant guidelines, deliverables, and timelines; and maintain a comprehensive database of the entire grants universe continuum (from potential applicants, applicants and grantees and former grantees); submit report on <i>Lessons Learned</i> and research alternative grant opportunities	Apr 25 – Mar 26
B. Grant application assistance - Conduct workshops, training sessions, and one-on-one consultations to educate potential grantees on the application process and best practices; offer technical assistance in navigating manual or online application portals, accessing necessary documentation, and submitting complete and thorough grant applications; and review draft applications, providing constructive feedback and suggestions for improvement.	Apr 25 – Mar 26
C. Grant evaluation and selection - Establish evaluation criteria and procedures for reviewing and scoring grant applications; coordinate the review process, including assigning applications for consideration, and facilitating evaluation meetings; and participate in the selection process, providing insights and recommendations to the executive director based on applicant evaluation, grant funding and program priorities.	Apr 25 – Mar 26
D. Grant award administration - Prepare grant award documentation, including grant agreements, community benefits agreements (CBAs) and other collateral documents; if requested, serve as the Agency's agent in receipt/disbursal of funds following the approval of a payment request; provide on-going support and guidance to grantees regarding grant compliance, reporting, and financial management; and facilitate County vendor registration and small business training for those businesses which need assistance.	Apr 25 – Mar 26
E. Grant compliance and reporting - Monitor grantee compliance with funding requirements, including project activities, budgetary guidelines, and reporting deadlines; review and analyze grantee progress reports, financial statements, and performance metrics; and prepare and submit comprehensive grant (applicants, grantees) reports to funding agency, highlighting accomplishments, challenges, and outcomes, along with monthly invoice.	Apr 25 – Mar 26
F. Grant monitoring and site visits – Provide guidance and support to grantees; serve as a resource and point of contact for grantees, addressing their inquiries, concerns, and requests for assistance; conduct regular site visits to grantee organizations to assess project/construction progress, validate expenditures, and provide technical assistance; maintain detailed records and documentation of site visits, including observations, findings, and follow-up actions; and address any issues or concerns identified during site visits to the Agency's administrative staff.	Apr 25 – Mar 26
G. Stakeholder Engagement and Collaboration – Develop a recurring <i>Grants Workshop</i> series for businesses within the Area to gather feedback about the CRAs grant services (3-4 per year); provide report to the Agency	Jul 25 – Oct 25
H. Research and develop a plan for transitioning to electronic based grant system – create a workflow design and timeline; produce a training component; create plan for data/file migration; develop communication materials/plan for grantees; and plan for beta testing	Apr 25 – Mar 26
I. Attend annual Florida Redevelopment Association (FRA) conference, trade shows and any other conferences/workshops related to Chapter 163, as requested	October 2025
J. Participate in the CRAs strategic planning/retreat	Summer 2025
K. Collaborate, as needed, with other CRAs (NW 79th Street/North Miami) and CRA consultants (Econ. Dev.) for execution of mutual goals	Apr 25 – Mar 26
L. Attend CRA Board and staff meetings (in-person, virtual, and telephone) and workshops and other relevant meetings, as requested	Apr 25 – Mar 26

Leroy Jones
NEIGHBORS AND NEIGHBORS, INC.

_____/_____/2025
Date

RESOLUTION NO. CRA-03-2025

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FISCAL YEAR 2024-25 AREA IMPROVEMENT AND REDEVELOPMENT GRANT FUNDING RECOMMENDATIONS IN A TOTAL AMOUNT NOT TO EXCEED \$85,000.00; 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. 79TH STREET 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 2024-25 Area Improvement and Redevelopment Program grant funding recommendations in a total amount not to exceed \$85,000.00.

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, attached hereto as Exhibits "A", "B" and "C" and incorporated herein by reference with the grantees identified in the accompanying memorandum, 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:

Aaron McKinney, Chairman _____	
Dr. Gilbert St. Jean _____	
Tanisha Douglas _____	Parmalyn Jacob _____
Sandy Lila _____	Nadege Vilsaint _____

The Chairperson thereupon declared the resolution duly passed and adopted this 12th day of March, 2025.

**N.W. 79th STREET COMMUNITY
REDEVELOPMENT AGENCY AND
ITS BOARD OF COMMISSIONERS**

By: _____
N.W. 79th Street CRA Secretary

Approved by CRA Attorney as
to form and legal sufficiency.



Terrence A. Smith



Date: March 12, 2025

To: Aaron McKinney, Chairman
and Board Members of
NW 79th Avenue Community Redevelopment Agency

From: Vivian Cao, Executive Director *Vivian Cao*
NW 79th Avenue Community Redevelopment Agency

Subject: Resolution No. 03-2025: Approval of Package #1 of Fiscal Year 2024-25 Area Improvement & Redevelopment Grant Program Funding

Recommendation

It is recommended that the Board of Commissioners (Board) of the NW 79th Avenue Corridor Community Redevelopment Agency (Agency) approve the Fiscal Year (FY) 2024-25 Area Improvement & Redevelopment Grant Program (AIRGP) funding totaling \$85,000.00. 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 2024-2025 approved allocations for the three grant programs, \$1,000,000.00 for the Business Attraction & Expansion Grant Program (BAEG); \$500,000.00 for the Revitalization & Rehabilitation Grant Program (RRG), and \$250,000 for the Small Business Technology & Innovation Grant Program (SBTIG), will fund the proposed grants. This recommendation totals \$85,000.00.

Delegation of Authority

Upon the approval of this item, the Executive Director or the Executive Director's designee will be authorized 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.

Background

Pursuant to the Board's directive, Neighbors and Neighbors Association (NANA), promoted the availability of grant funding beginning November 2024 to the business community. During this time, NANA advertised, canvassed, released radio ads and held virtual/in-person group workshops to assist businesses with their applications and questions. In three months, more than 100 business contacts have been made.

For this submittal, NANA has received a total of nine applications of which one was forwarded for consideration for an RRG and an SBTIG. Detailed below in Tables 1 and 2, are the grant funding recommendations. Since the funding requests fall within the approved grant funding for the current fiscal year, the Board can decide to fund any number of the applications received for this cycle of funding. In an effort to fund as many businesses as possible, consideration was given to the overall available CRA funding.

Table 1. RRG Program - \$75,000 Max; 25% Match Required					
Applicants	Total Project Investment	Funding Requested	Funding Recommended	Required Match	Project Details
Able Business Services, Inc.	\$115,000	\$75,000	\$75,000	\$40,000	Installation of elevator and expansion of workspace
		Total CRA RRG Funding	\$75,000		

Table 2. SBTIG Program - \$10,000 Max; No match required				
Applicants	Total Project Investment	Funding Requested	Funding Recommended	Project Details
Able Business Services, Inc.	\$14,000	\$10,000	\$10,000	Charging system for electric vehicles
Totals	\$14,000	\$10,000	\$10,000	
CRA SBTIG Funding			\$10,000	

Grant Funding Snapshot			
FY 2024-2025	Table 1. Business Attraction & Expansion Grant (BAEG)	Table 2. Revitalization & Rehabilitation Grant (RRG)	Table 3. Small Business Technology & Innovation Grant (SBTIG)
Grant Allocations	\$1,000,000	\$500,000	\$250,000
This Grant Package #1	0	\$75,000	\$10,000
Balance Remaining	\$1,000,000	\$425,000	\$240,000

Attachments:

- Exhibit A – BAEG Agreement Shell
- Exhibit B – RRG Agreement Shell
- Exhibit C – SBTIG Agreement Shell



**BUSINESS ATTRACTION AND EXPANSION GRANT AGREEMENT
BETWEEN _____ AND THE
N.W. 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT
AGENCY**

This **Business Attraction and Expansion Grant Agreement** (Agreement) is entered this _____ day of _____, 2025 (“Effective Date”), between the N.W. 79th Street Corridor Community Redevelopment Agency (Agency), whose address is 111 N.W. 1st Street, 22nd 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. 79th Street 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 Business Attraction and Expansion 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 twelve (12) 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 this Business Attraction and Expansion Grant (BAEG) up to fifty percent (50%) of the costs related to Expansion and attraction of businesses in the Redevelopment Area, not to exceed \$100,000 as detailed in the adopted *N.W. 79th Street Corridor Area Improvement and Redevelopment 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 (if applicable) 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. 79th Street Corridor Area Improvement and Redevelopment 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.

The BAEG program is intended for businesses previously not located within the CRA boundaries or those businesses interested in expanding their businesses footprint. Furthermore, the BAEG program funds Additions or expansion to an existing building within the NW 7th Avenue Corridor area, if a business is adding at least half of the existing square footage.

The following are eligible expenditures under the BAEG program:

- Up to 50% of rent for no more than six (6) months during renovations;
- Installation of permanent improvements (large equipment to commercial buildings);
- A percentage of impact fees related to change of use

Company must be in business for at least two (2) years. Must be a for-profit-business. Non-profit agencies cannot apply. Properties with multiple business tenants (such as shopping centers or strip malls) must seek to make improvements across the entire property so that it is done as one project.

3. ADMINISTRATIVE CONDITIONS

- A. Grantee agrees to the terms and conditions specified in the adopted *N.W. 79th Street Corridor Area Improvement and Redevelopment 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, 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 *Façade Program Request for Reimbursement Form* (Attachment C).

The funding of this Agreement is subject to approval of the Agency's approved budget by 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 twelve (12) 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 twelve (12) 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, 22nd 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. 79th Street Corridor Community Redevelopment Agency
c/o Miami-Dade County
111 N.W. 1st 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 79th Street Corridor Community Redevelopment Agency
c/o Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao, OMB, Assistant Director

With copy to: Neighbors And Neighbors Association, Inc.
180 NW 62nd 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. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao
Email: vivian.cao@miamidade.gov

- 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. E-VERIFY REQUIREMENTS.

By entering into this Agreement, the Grantee is jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Grantee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Grantee; (b) it has required all Subcontractors related to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to related to this Agreement attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens;

and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If the Agency has a good faith belief that the Grantee has knowingly violated Section 448.09(1), Florida Statutes, then the Agency shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Grantee agrees and acknowledges that it may not be awarded a public contract and/or grant agreement for at least one (1) year from the date of such termination and that the Grantee shall be liable for any additional costs incurred by the Agency because of such termination.

In addition, if the Agency has a good faith belief that the Grantee and/or a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but the Grantee has otherwise complied with its requirements under those statutes, then the Grantee agrees that it shall terminate its contract with the Grantee and/or Subcontractor upon receipt of notice from the Agency of such violation by the Grantee and/or Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Grantee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

21. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

By entering into this Agreement, the Grantee affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Grantee further affirm that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Grantee is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Grantee; or c) the Grantee is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Grantee shall be in the form attached to this Lease as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as Attachment E and incorporated herein by reference. For purposes of this Agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

22. HUMAN TRAFFICKING.

By entering into, amending, or renewing this Agreement, as applicable, the Grantee is obligated to comply with the provisions of Section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, Florida Statutes, apply to this Agreement.

This compliance includes the Grantee providing an affidavit that it does not use coercion for labor or services. This attestation by the Grantee shall be in the form attached to this Agreement as Attachment F, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit"), and must be executed by the Grantee and provided to the County when entering, amending, or renewing this Agreement.

This Agreement shall be void if the Grantee submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or Grantee violates Section 787.06, Florida Statutes, as amended, during the term of this agreement, even if the Grantee was not in violation at the time it submitted its Affidavit.

23. 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 79th Street Corridor Community Redevelopment Agency Area Improvement & Redevelopment Grant Program Policy and Procedures Manual/Grant Application Packages*
 - 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 Owners Consent Form*
 - Attachment E: *Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit*
 - Attachment F: *Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit*

[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. 79TH STREET CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY:**

By: _____

Name: _____

Title: _____

Date: ____/____/____

WITNESS:

By: _____

Name: _____

Date: ____/____/____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

ATTACHMENT A

Area Improvement and Redevelopment Grant Program Policy and Procedures Manual

ATTACHMENT B

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

For the purpose of this Disclosure, "employee" or "employed by" is broadly taken to mean any appointed or elected official of Miami-Dade County (County) or the NW 79th Street Corridor Community Redevelopment Agency, any County Department Head, or anyone known to be or suspected to be in a position to influence the outcome of the Application for funding under the Area Improvement & Redevelopment Grant Program. For further information concerning possible conflicts of interest, please refer to Exhibit A attached hereto.

1. Are you aware of any business or economic relationship(s) between the NW 7th Avenue Corridor Community Redevelopment Agency (the "CRA") and you and/or a member of your family as defined by the letter or spirit of this disclosure that may represent a conflict of interest? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. ____Yes ____No

If yes, please list or elaborate such relationships and the details of annual or potential financial benefit as you can best estimate them on a separate sheet of paper.

2. Are you or a member of your family employed by Miami-Dade County ("County") or the CRA? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. ____
Yes ____No

If yes, please identify the employee's name(s) and provide the specifics of the employment on a separate piece of paper.

3. Have you or a member of your family been employed by the County or the CRA during the prior three years? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. ____Yes ____No

If yes, please identify the employee's or official's name(s) and provide the specifics of their employment or official capacity on a separate piece of paper.

TENANT:

BUILDING OWNER:

Name, Typed or Handwritten

Name, Typed or Handwritten

Signature

Signature

_____/_____/_____
Date

_____/_____/_____
Date

ATTACHMENT B

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

Exhibit A

No person under the employ of the CRA, who exercises any function or responsibilities in connection with the Grant Program and any agreements executed in accordance with the Grant Program, shall have during the term of the Grant Program and the term of such agreements, any personal financial interest, direct or indirect, in the Grant Program or such agreements. Further, no officer, director, employee, agent, or other consultant of the CRA 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 the grant.

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 the Grant Program 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:

- A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- B. 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
- C. 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.

The provisions set forth herein 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 Grant Program and those provided by statute, the stricter standard shall apply.

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 CRA's Director or the CRA's designee. Grantee shall thereafter cooperate with the CRA's review and investigation of such information, and comply with the instructions Grantee receives from the CRA's Executive Director or the CRA's designee in regard to remedying the situation.

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.

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.

This section applies to both full-time and part-time employees and voting members of the Grantee's Board of Directors or Trustees.

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 Grant Program, has at the time the Grant Program agreement is entered into, or shall have during the term of the Grant Program, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Grant Program.

Grantee and CRA 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.

If you have any questions as it relates to this form, please contact:

Leroy Jones, Executive Director
Neighbors And Neighbors Association (NANA)
5120 NW 24th Ave
Miami, FL 33150
Phone: (305) 756-0605
Fax: (305) 756-6008
Website: www.nanafl.org

Vivian Cao, Assistant Director
Miami-Dade County
Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Phone: (305) 375-5143
Fax: (305) 375-1569
Email: vivian.cao@miamidade.gov

ATTACHMENT C

Façade Program Request for Reimbursement Form

CIP Payment Request No. _____
Reimbursement/Payment Only

Date: _____

Agency/Payee: Neighbors And Neighbors Association Inc. Address: 5120 NW 24th Avenue
City: Miami State: Florida Zip Code: 33150 Ph: (305) 765-0605

Index Code: _____ Total Amount: \$ _____

Bill to: NW 7th Avenue Corridor Community Redevelopment Agency c/o Miami-Dade County, Office Management & Budget

Grantee: _____ Grantee Award: _____
Name

Line Item Description	INFORMS#	Amount Disbursement		Service Date	Amount Due
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Total Amount Due \$0.00

Do not write below this line

Source	Date	Since Last Request On Hand	Received	On Hand
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Attached you will find invoices or canceled checks plus copies of paid invoices to substantiate the above expenditures. I certify that all goods and services have been received, that they all fall within the contractual scope of services and budget, and that these costs have not been paid previously by other funding source.

Authorized Signature

Title

Date

Do Not Write in This Space (12)

P.O. #
Voucher No.
Resolution No.
Index Code No.
Sub Object No.
Project No.

Received For Compliance

Post Audit

OMB Approval _____

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. 79th Street 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 _____, 2025, by _____ as _____ of _____, a Florida _____.

Signature

Printed Name
Notary Public, State of Florida

☐ Personally Known or ☐ Produced Identification
Type of Identification Produced

ATTACHMENT E



Contracting With Entities of Foreign Countries of Concern Prohibited Affidavit

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

ATTACHMENT F



Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes (“F.S.”), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

Contractor’s Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor’s Authorized Representative:

Title of Contractor’s Authorized: Representative:

Signature of Contractor’s: Authorized Representative:

Date:



REVITALIZATION AND REHABILITATION GRANT AGREEMENT BETWEEN _____ AND THE N.W. 79TH STREETCORRIDOR COMMUNITY REDEVELOPMENT AGENCY

This **Revitalization and Rehabilitation Grant Agreement** (Agreement) is entered this _____ day of _____, 2025 (“Effective Date”), between the N.W. 79th Street Corridor Community Redevelopment Agency (Agency), whose address is 111 N.W. 1st Street, 22nd 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. 79th Street 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 twelve (12) 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 this Revitalization and Rehabilitation Grant (RRG) up to seventy-five percent (75%) of the cost of interior/exterior improvements to property owners and businesses, not to exceed a maximum of \$75,000.00 as detailed in the adopted *N.W. 79th Street Corridor Area Improvement and Redevelopment 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. 79th Street Corridor Area Improvement and Redevelopment 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.

Company must be in business for at least two (2) years. Must be a for-profit-business. Non-profit agencies cannot apply. Properties with multiple business tenants (such as shopping ma centers or strip malls) must seek to make improvements across the entire property so that it is done as one project.

3. ADMINISTRATIVE CONDITIONS

- A. Grantee agrees to the terms and conditions specified in the adopted *N.W. 79th Street Corridor Area Improvement and Redevelopment 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, 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 *Façade Program Request for Reimbursement Form* (Attachment C).

The funding of this Agreement is subject to approval of the Agency's annual 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 twelve (12) 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 twelve (12) 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, 22nd 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. 79th Street Corridor Community Redevelopment Agency
c/o Miami-Dade County
111 N.W. 1st 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 7th Avenue Corridor Community Redevelopment Agency
c/o Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao, Assistant Director

With copy to: Neighbors And Neighbors Association, Inc.
180 NW 62nd 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. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao
Email: vivian.cao@miamidade.gov

- 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. E-VERIFY REQUIREMENTS

By entering into this Agreement, the Grantee is jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Grantee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Grantee; (b) it has required all Subcontractors related to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors related to this Agreement attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens;

and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If the Agency has a good faith belief that the Grantee has knowingly violated Section 448.09(1), Florida Statutes, then the Agency shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Grantee agrees and acknowledges that it may not be awarded a public contract and/or grant agreement for at least one (1) year from the date of such termination and that the Grantee shall be liable for any additional costs incurred by the Agency because of such termination.

In addition, if the Agency has a good faith belief that the Grantee and/or a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but the Grantee has otherwise complied with its requirements under those statutes, then the Grantee agrees that it shall terminate its contract with the Grantee and/or Subcontractor upon receipt of notice from the Agency of such violation by the Grantee and/or Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Grantee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

21. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

By entering into this Agreement, the Grantee affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Grantee further affirm that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Grantee is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Grantee; or c) the Grantee is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Grantee shall be in the form attached to this Lease as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as Attachment E and incorporated herein by reference. For purposes of this Agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

22. HUMAN TRAFFICKING.

By entering into, amending, or renewing this Agreement, as applicable, the Grantee is obligated to comply with the provisions of Section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, Florida Statutes, apply to this Agreement.

This compliance includes the Grantee providing an affidavit that it does not use coercion for labor or services. This attestation by the Grantee shall be in the form attached to this Agreement as Attachment F, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit"), and must be executed by the Grantee and provided to the County when entering, amending, or renewing this Agreement.

This Agreement shall be void if the Grantee submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or Grantee violates Section 787.06, Florida Statutes, as amended, during the term of this agreement, even if the Grantee was not in violation at the time it submitted its Affidavit.

23. 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 Area Improvement & Redevelopment Grant Program Policy and Procedures Manual/Grant Application Packages*

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 Owners Consent Form*

Attachment E: *Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit*

Attachment F: *Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit*

[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. 79TH STREET CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY:**

By: _____

Name: _____

Title: _____

Date: ____/____/____

WITNESS:

By: _____

Name: _____

Date: ____/____/____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

ATTACHMENT A

Area Improvement and Redevelopment Grant Program Policy and Procedures Manual

ATTACHMENT B

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

For the purpose of this Disclosure, "employee" or "employed by" is broadly taken to mean any appointed or elected official of Miami-Dade County (County) or the NW 79th Street Corridor Community Redevelopment Agency, any County Department Head, or anyone known to be or suspected to be in a position to influence the outcome of the Application for funding under the Area Improvement & Redevelopment Grant Program. For further information concerning possible conflicts of interest, please refer to Exhibit A attached hereto.

1. Are you aware of any business or economic relationship(s) between the NW 7th Avenue Corridor Community Redevelopment Agency (the "CRA") and you and/or a member of your family as defined by the letter or spirit of this disclosure that may represent a conflict of interest? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. ____Yes ____No

If yes, please list or elaborate such relationships and the details of annual or potential financial benefit as you can best estimate them on a separate sheet of paper.

2. Are you or a member of your family employed by Miami-Dade County ("County") or the CRA? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. ____Yes ____No

If yes, please identify the employee's name(s) and provide the specifics of the employment on a separate piece of paper.

3. Have you or a member of your family been employed by the County or the CRA during the prior three years? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. ____Yes ____No

If yes, please identify the employee's or official's name(s) and provide the specifics of their employment or official capacity on a separate piece of paper.

TENANT:

BUILDING OWNER:

Name, Typed or Handwritten

Name, Typed or Handwritten

Signature

Signature

_____/_____/_____
Date

_____/_____/_____
Date

ATTACHMENT B

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

Exhibit A

No person under the employ of the CRA, who exercises any function or responsibilities in connection with the Grant Program and any agreements executed in accordance with the Grant Program, shall have during the term of the Grant Program and the term of such agreements, any personal financial interest, direct or indirect, in the Grant Program or such agreements. Further, no officer, director, employee, agent, or other consultant of the CRA 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 the grant.

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 the Grant Program 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:

- A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- B. 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
- C. 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.

The provisions set forth herein 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 Grant Program and those provided by statute, the stricter standard shall apply.

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 CRA's Director or the CRA's designee. Grantee shall thereafter cooperate with the CRA's review and investigation of such information, and comply with the instructions Grantee receives from the CRA's Executive Director or the CRA's designee in regard to remedying the situation.

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.

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.

This section applies to both full-time and part-time employees and voting members of the Grantee's Board of Directors or Trustees.

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 Grant Program, has at the time the Grant Program agreement is entered into, or shall have during the term of the Grant Program, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Grant Program.

Grantee and CRA 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.

If you have any questions as it relates to this form, please contact:

Leroy Jones, Executive Director
Neighbors And Neighbors Association (NANA)
5120 NW 24th Ave
Miami, FL 33150
Phone: (305) 756-0605
Fax: (305) 756-6008
Website: www.nanafl.org

Vivian Cao, Assistant Director
Miami-Dade County
Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Phone: (305) 375-5143
Fax: (305) 375-1569
Email: vivian.cao@miamidade.gov

ATTACHMENT C

Façade Program Request for Reimbursement Form

CIP Payment Request No. _____
Reimbursement/Payment Only

Date: _____

Agency/Payee: Neighbors And Neighbors Association Inc. Address: 5120 NW 24th Avenue
City: Miami State: Florida Zip Code: 33150 Ph: (305) 765-0605

Index Code: _____ Total Amount: \$ _____

Bill to: NW 7th Avenue Corridor Community Redevelopment Agency c/o Miami-Dade County, Office Management & Budget

Grantee: _____ Grantee Award: _____
Name

Line Item Description	INFORMS#	Amount Disbursement		Service Date	Amount Due
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Total Amount Due \$0.00

Do not write below this line

Source	Date	Since Last Request On Hand	Received	On Hand
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

*Attached you will find invoices or canceled checks plus copies of paid invoices to substantiate the above expenditures. I certify that all goods and services have been received, that they all fall within the contractual scope of services and budget, and that these costs have not been paid previously by other funding source.

Authorized Signature

Title

Date

Do Not Write in This Space (12)

P.O. #
Voucher No.
Resolution No.
Index Code No.
Sub Object No.
Project No.

Received For Compliance

Post Audit

OMB Approval _____

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. 79th Street 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 _____, 2025, by _____ as _____ of _____, a Florida _____.

Signature

Printed Name
Notary Public, State of Florida

☐ Personally Known or ☐ Produced Identification
Type of Identification Produced

ATTACHMENT E



Contracting With Entities of Foreign Countries of Concern Prohibited Affidavit

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

ATTACHMENT F



Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes (“F.S.”), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

Contractor’s Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor’s Authorized Representative:

Title of Contractor’s Authorized: Representative:

Signature of Contractor’s: Authorized Representative:

Date:



SMALL BUSINESS TECHNOLOGY AND INNOVATION GRANT AGREEMENT

**BETWEEN _____ AND THE
N.W. 79TH STREETCORRIDOR COMMUNITY REDEVELOPMENT
AGENCY**

This **Small Business Technology and Innovation Grant Agreement** (Agreement) is entered this _____ day of _____, 2025 (“Effective Date”), between the N.W. 79th Street Corridor Community Redevelopment Agency (Agency), whose address is 111 N.W. 1st Street, 22nd 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. 79th Street 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 twelve (12) 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

The Agency shall fund this Small Business Technology and Innovation Grant (SBTIG) up to \$10,000 for the and implementation of technology-related equipment and services. Eligible expenditures under SBTIG include:

- A. Point-of-Sale (POS) system process;
- B. Software licenses and subscriptions;
- C. Security systems (including cybersecurity measures);
- D. Website development and optimization;

- E. Digital marketing tools and strategies;
- F. Cloud services and data storage solutions;
- G. Training and professional development in technology;
- H. Professional services;
- I. Commercial liability insurance; and
- J. Other technology-related expenses deemed essential for business growth

Eligible expenditures under the SBTIG include the following requirements: Company must be in business for at least two (2) years. Must be a for-profit-business. Non-profit agencies cannot apply. Property use must be commercial.

3. **ADMINISTRATIVE CONDITIONS**

- A. Grantee agrees to the terms and conditions specified in the adopted *N.W. 79th Street Corridor Area Improvement and Redevelopment Grant Program Policy and Procedures* and said document is incorporated into this Agreement by reference as Attachment A.
- B. Grantee agrees to the budget detailed in the written estimate from _____ for _____ and dated _____.

4. **BUDGET**

The Agency agrees to pay from its Tax Increment Trust Fund, 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 *Façade Program Request for Reimbursement Form* (Attachment C).

The funding of this Agreement is subject to approval of the annual 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 twelve (12) 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 twelve (12) 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, 22nd 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. 79th Street Corridor Community Redevelopment Agency
c/o Miami-Dade County
111 N.W. 1st 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 79th Street Corridor Community Redevelopment Agency
c/o Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao, OMB Assistant Director

With copy to: Neighbors And Neighbors Association, Inc.
180 NW 62nd 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. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao
Email: vivian.cao@miamidade.gov

- 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. E-VERIFY REQUIREMENTS.

By entering into this Agreement, the Grantee is jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Grantee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Grantee; (b) it has required all Subcontractors related to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors related to this Agreement attesting that the Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Contract.

If the Agency has a good faith belief that the Grantee has knowingly violated Section 448.09(1), Florida Statutes, then the Agency shall terminate this Agreement in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Grantee agrees and acknowledges that it may not be awarded a public contract and/or grant agreement for at least one (1) year from the date of such termination and that the Grantee shall be liable for any additional costs incurred by the Agency because of such termination.

In addition, if the Agency has a good faith belief that the Grantee and/or a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but the Grantee has otherwise complied with its requirements under those statutes, then the Grantee agrees that it shall terminate its contract with the Grantee and/or Subcontractor upon receipt of notice from the Agency of such violation by the Grantee and/or Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Grantee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

21. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

By entering into this Agreement, the Grantee affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Grantee further affirm that it is not giving a government of a foreign country of concern, as listed in Section 287.138, Florida Statutes, access to an individual's personal identifying information if: a) the Grantee is owned by a government of a foreign country of concern; b) the government of a foreign country of concern has a controlling interest in the Grantee; or c) the Grantee is organized under the laws of or has its principal place of business in a foreign country of concern as is set forth in Section 287.138(2)(a)-(c), Florida Statutes. This affirmation by the Grantee shall be in the form attached to this Lease as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as Attachment E and incorporated herein by reference. For purposes of this Agreement the term "Foreign Country of Concern" shall mean the People's Republic of China, the Russian Federation, the Islamic Republic of Iran, the Democratic People's Republic of Korea, the Republic of Cuba, the Venezuelan regime of Nicolás Maduro, or the Syrian Arab Republic, including any agency of or any other entity of significant control of such foreign country of concern.

22. HUMAN TRAFFICKING.

By entering into, amending, or renewing this Agreement, as applicable, the Grantee is obligated to comply with the provisions of Section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, Florida Statutes, apply to this Agreement.

This compliance includes the Grantee providing an affidavit that it does not use coercion for labor or services. This attestation by the Grantee shall be in the form attached to this Agreement as Attachment F, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit"), and must be executed by the Grantee and provided to the County when entering, amending, or renewing this Agreement.

This Agreement shall be void if the Grantee submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or Grantee violates Section 787.06, Florida Statutes, as amended, during the term of this agreement, even if the Grantee was not in violation at the time it submitted its Affidavit.

23. 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 Area Improvement & Redevelopment Grant Program Policy and Procedures Manual/Grant Application Packages*

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 Owners Consent Form*

Attachment E: *Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit*

Attachment F: *Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit*

[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. 79TH STREETCORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY:**

By: _____

Name: _____

Title: _____

Date: ____/____/____

WITNESS:

By: _____

Name: _____

Date: ____/____/____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

ATTACHMENT A

Area Improvement and Redevelopment Grant Program Policy and Procedures Manual

ATTACHMENT B

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

For the purpose of this Disclosure, "employee" or "employed by" is broadly taken to mean any appointed or elected official of Miami-Dade County (County) or the NW 79th Street Corridor Community Redevelopment Agency, any County Department Head, or anyone known to be or suspected to be in a position to influence the outcome of the Application for funding under the Area Improvement & Redevelopment Grant Program. For further information concerning possible conflicts of interest, please refer to Exhibit A attached hereto.

1. Are you aware of any business or economic relationship(s) between the NW 7th Avenue Corridor Community Redevelopment Agency (the "CRA") and you and/or a member of your family as defined by the letter or spirit of this disclosure that may represent a conflict of interest? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. ____Yes ____No

If yes, please list or elaborate such relationships and the details of annual or potential financial benefit as you can best estimate them on a separate sheet of paper.

2. Are you or a member of your family employed by Miami-Dade County ("County") or the CRA? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. ____Yes ____No

If yes, please identify the employee's name(s) and provide the specifics of the employment on a separate piece of paper.

3. Have you or a member of your family been employed by the County or the CRA during the prior three years? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. ____Yes ____No

If yes, please identify the employee's or official's name(s) and provide the specifics of their employment or official capacity on a separate piece of paper.

TENANT:

BUILDING OWNER:

Name, Typed or Handwritten

Name, Typed or Handwritten

Signature

Signature

_____/_____/_____
Date

_____/_____/_____
Date

ATTACHMENT B

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

Exhibit A

No person under the employ of the CRA, who exercises any function or responsibilities in connection with the Grant Program and any agreements executed in accordance with the Grant Program, shall have during the term of the Grant Program and the term of such agreements, any personal financial interest, direct or indirect, in the Grant Program or such agreements. Further, no officer, director, employee, agent, or other consultant of the CRA 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 the grant.

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 the Grant Program 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:

- A. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
- B. 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
- C. 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.

The provisions set forth herein 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 Grant Program and those provided by statute, the stricter standard shall apply.

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 CRA's Director or the CRA's designee. Grantee shall thereafter cooperate with the CRA's review and investigation of such information, and comply with the instructions Grantee receives from the CRA's Executive Director or the CRA's designee in regard to remedying the situation.

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.

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.

This section applies to both full-time and part-time employees and voting members of the Grantee's Board of Directors or Trustees.

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 Grant Program, has at the time the Grant Program agreement is entered into, or shall have during the term of the Grant Program, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Grant Program.

Grantee and CRA 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.

If you have any questions as it relates to this form, please contact:

Leroy Jones, Executive Director
Neighbors And Neighbors Association (NANA)
5120 NW 24th Ave
Miami, FL 33150
Phone: (305) 756-0605
Fax: (305) 756-6008
Website: www.nanafl.org

Vivian Cao, Assistant Director
Miami-Dade County
Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Phone: (305) 375-5143
Fax: (305) 375-1569
Email: vivian.cao@miamidade.gov

ATTACHMENT C

Façade Program Request for Reimbursement Form

CIP Payment Request No. _____
Reimbursement/Payment Only

Date: _____

Agency/Payee: Neighbors And Neighbors Association Inc. Address: 5120 NW 24th Avenue
City: Miami State: Florida Zip Code: 33150 Ph: (305) 765-0605

Index Code: _____ Total Amount: \$ _____

Bill to: **NW 7th Avenue Corridor Community Redevelopment Agency c/o Miami-Dade County, Office Management & Budget**

Grantee: _____ Grantee Award: _____
Name

Line Item Description	INFORMS#	Amount Disbursement		Service Date	Amount Due
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00

Total Amount Due **\$0.00**

Do not write below this line

Source	Date	Since Last Request On Hand	Received	On Hand
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

***Attached you will find invoices or canceled checks plus copies of paid invoices to substantiate the above expenditures. I certify that all goods and services have been received, that they all fall within the contractual scope of services and budget, and that these costs have not been paid previously by other funding source.**

Authorized Signature

Title

Date

Do Not Write in This Space (12)

P.O. #
Voucher No.
Resolution No.
Index Code No.
Sub Object No.
Project No.

Received For Compliance

Post Audit

OMB Approval _____

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. 79th StreetCorridor 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 _____, 2025, by _____ as _____ of _____, a Florida _____.

Signature

Printed Name
Notary Public, State of Florida

☐ Personally Known or ☐ Produced Identification
Type of Identification Produced

ATTACHMENT E



Contracting With Entities of Foreign Countries of Concern Prohibited Affidavit

The Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit Form ("Form") is required by [Section 287.138, Florida Statutes \("F.S."\)](#), which is deemed as being expressly incorporated into this Form. The Affidavit must be completed by a person authorized to make this attestation on behalf of the Bidder/Proposer for the purpose of submitting a bid, proposal, quote, or other response, or otherwise entering into a contract with the County. The associated bid, proposal, quote, or other response will not be accepted unless and until this completed and executed Affidavit is submitted to the County.

_____ does not meet any of the criteria set forth in Paragraphs 2 (a) – (c)
Bidder's/Proposer's Legal Company Name
of [Section 287.138, F.S.](#)

Pursuant to Section 92.525, F.S., under penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Bidder's/Proposer's Authorized Representative: _____

Title of Bidder's/Proposer's Authorized _____

Signature of Bidder's/Proposer's Authorized Representative: _____

Date: _____

ATTACHMENT F



Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

The Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit is required by Section [787.06](#), Florida Statutes (“F.S.”), as amended by [HB 7063](#), which is deemed as being expressly incorporated into this Form. The Form must be completed by a person authorized to make this attestation on behalf of the Contractor (Nongovernmental Entity) for the purpose of executing, amending, or renewing a Contract with the County (Governmental Entity). The term Governmental Entity has the same meaning as in [Section 287.138\(1\), F.S.](#)

_____ does not use coercion for labor or services as defined in Section [787.06, F.S.](#)

Contractor’s Legal Company Name

Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor’s Authorized Representative:

Title of Contractor’s Authorized: Representative:

Signature of Contractor’s: Authorized Representative:

Date:

Application # 1Application Date: 11/17/2024

GRANT APPLICATION REVIEW & RECOMMENDATION CHECKLIST

Applicants Request:

☒ RRG \$75,000

 ☐ BAEG _____

 ☒ STBIG \$10,000

Applicant Information:

Business Name: Able Business Services Inc.Trade Name/ DBA: —Business Address: 1234 NW 79th Street Miami, FL 33147
City, State, Zip codeApplicant / Contact Name: William Berry

Required Documents (Ensure all are included):

1. ☒ Y/ N or N/A Grant Application (completed)
2. ☒ Y/ N or N/A Division of Corporation Printout (Sunbiz.org)
3. ☒ Y/ N or N/A Miami-Dade County Local Business Tax Receipt (LBT)
4. ☒ Y/ N or N/A Unique Entity Identifier (UEI) **(Issued by SAM.gov)**
5. ☒ Y/ N or N/A Proof of Minimum of Two Years in Business
6. ☒ Y/ N or N/A Valid Florida Driver's License or State ID
7. ☒ Y/ N or N/A Photos of Business
8. ☒ Y/ N or N/A Valid Business Tax Return for Years 2022 / 2023
9. ☒ Y/ N or N/A Proof of Match **(2 consecutive months of Bank Statements)**
10. ☒ Y/ N or N/A IRS 147C Letter (Verification of Employer Identification Number)
11. ☒ Y/ N or N/A Business Incentive Form
12. Y/ N or ☒ N/A Lease Agreement **(If relocating to NW 79th Street Corridor)**

Recommendation(s):

☒ RRG \$75,000

 ☐ BAEG _____

 ☐ STBIG \$10,000

Up to \$ 75,000 (25% match) Up to \$ 100,000 (50% match) up to \$ 10,000 (no match)

Staff Review:

Staff Name: Victoria GossReview Date: 1/28/2025



Community

Redevelopment Agency

Area Improvement & Redevelopment Grants Program

NW 79TH STREET AIRG APPLICATION

APPLICANT INSTRUCTIONS -

To be considered for grant funding under the CRA's AIRG program, applicants must submit a complete application package, provide all requested documents and become a registered Miami-Dade County vendor (if not already registered). Be sure to read all program requirements for the various grant programs in the Sections detailed above.

GRANT APLOCATIONS WILL BE PROCESSED ON A FIRST-COME, FIRST-SERVED BASIS UNTIL ALL FUNDING HAS BEEN EXHAUSTED. COMPLETED APPLICATIONS CAN BE SUBMITTED TO AGENCY GRANTS ADMINISTRATOR VIA: IN-PERSON, E-MAIL, U.S. MAIL OR BY SCAN

Neighbors and Neighbors Association, Inc. (NANA)
Grants Coordinator, NW 79th Street Community Redevelopment Agency
5120 N.W. 24th Avenue Miami, FL 33142
E-mail: 79stcorridor@nanafll.org
(305) 756-0605 Fax: (305) 756-6008

APPLICATION SECTIONS -

Section 1: Certification and Signature Form

This form must be signed by the CEO, Managing Principal, Majority Owner, or Corporate Officer with the power to bind the organization to contracts (signature authority).

Section 2: Business/Company Background

This section must be completed in its entirety to provide the Agency with enough information about your business/company.

Section 3: Proposed Use of Funds

This section outlines eligible and non-eligible grant expenditures and requires detailed proposed use.

Section 4: Statement of Need & Impact

This section must clearly state the need for CRA funding and how CRA funding would impact your business.

Section 5: Job Creation/Economic Impact

This section must clearly state the job creation or retention and the economic impact CRA funding would have on your business.

Section 6: Corporate Information

Must be provided by the Applicant and attached as an Appendix to this Application. See the complete list of information items in Section 5 of the application.

Business/Company Name: Able Business Services Inc.

Contact Person Name: William Berry

Telephone Number: () 786-291-6686 Fax Number: _____

SECTION 1. CERTIFICATION STATEMENT AND SIGNATURE FORM

The undersigned, by submitting this proposal, certifies that:

The legal name of the Business/Company submitting this application is:

Able Business Services, Inc.

- ☒ 1. I am the Sole Proprietor, President, CEO, or other Officer of the Company, and as such I have full authority to make this affidavit and execute all agreements on behalf of the organization;
- ☒ 2. The information given herein and, in the documents, attached hereto are true and correct;
- ☒ 3. The documents and this certification are factual material representations which the NW 79th Street Community Redevelopment Agency ("Agency") may rely on when determining whether to award grant funds to the above-referenced organization;
- ☒ 4. The submission of all required documents and this application are a prerequisite for this transaction;
- ☒ 5. In submitting this application, the Organization agrees with all the terms, conditions, and specifications required by the Agency in this grant application, and that the Organization fully understand its contents; and
- ☒ 6. The Agency reserves the right to deny the application if it is determined that the documents submitted and the contents therein are not true and correct, or if such documents contain inaccurate or fraudulent information.

I/We have read and understand the foregoing. The information submitted on this document is true to the best of my knowledge.

William Louis Berry, Sr.

Name/Title

William Louis Berry Sr.
Signature

Date

11/17/24

Name/Title

Signature

Date

SECTION 2: BUSINESS/COMPANY BACKGROUND

Funding Requested: \$ 85,000

APPLICANT/OWNER INFORMATION

Name of Applicant: William L Berry Sr.Address: 14265 SW 108 CourtCity, State, Zip Code: Miami, FL 33176Phone Number: (305) 252-9065 E-mail: ablmaint1@bellsouth.net

BUSINESS INFORMATION

Legal Name of Business: Able Business Services, Inc.Business Address: 1234 NW 79th Street, Miami, FL 33147Business Phone: (305) 636-5099 Business E-mail: N/ABusiness Website Address: ablebusinessservices.comFederal Tax ID #: 65-1156551 Date Established: 11/2001Check Business Type: ☐ Sole Proprietorship ☒ Corporation ☐ Partnership ☐ Other☒ Own ☐ Rent ☐ Contract for Deed ☒ Mortgage Principal: \$ 400,000Lessor: N/A Terms of Lease: N/A Monthly Lease: \$ N/A

Business/Company Ownership Interest of all parties named on title: (Add additional, if needed)

Name: William L Berry Sr. Interest: 100 %

Name: _____ Interest: _____ %

Name: _____ Interest: _____ %

Name: _____ Interest: _____ %

Current Gross Annual Revenue: \$ 5,000,000

PROPERTY INFORMATION

Estimated Date of Building Construction: 1937 Estimated Current Tax Market Value: \$ 1,047,359.00

Has this Building been historically registered? Yes or No If Yes, please attach information to this Application.

of Stories: 2 # of Businesses: 1 # of Buildings: 2 # of Apartments: N/A

Does this building have any County or State Code Violations? _____ Yes or X No If yes, please attach detailed information to this Application.

Does this building have any local, State or Federal Liens? _____ Yes or X No If yes, please attach detailed information to this Application.

Describe your Organization's Business — products produced, services provided, etc.:

We are a versatile company offering a range of services, including propane dispensing, full-service landscaping, and janitorial solutions. Additionally, we manufacture a variety of vehicle detailing chemicals and degreasers. Our vehicle detailing business is well-established, catering to the general public, private clients, and government entities.

Total Project Cost \$ 115,000 Amount of Agency funding requested by Applicant \$ 75,000

SECTION 3: PROPOSED USE OF FUNDS

Eligible commercial improvements funded by the Agency's Grant Programs include, but are not limited to the following:

Exterior / Interior Lighting or Painting	Surface Parking Lot Improvements	Window or Door Replacement	Landscaping or Irrigation for Landscaping	Landscaping and Streetscape Items Attached to the Building or on the Property	Commercial Liability Insurance
Water and Sewer Hook-up	Resolution of Code Violations	Historic Storefront Restoration	Improvements required by the Americans with Disabilities Act (ADA)	Manufacturing Equipment and Tools	Professional Services (i.e., CPA, Attorney, Etc.)
Roof Replacement/ Repairs	Siding, Masonry or Stucco Facing	Exterior Signs	Additions/ Expansion to Existing buildings	Fences and Gates	HVAC upgrades
Vehicles Used for Business Purposes (pick-up trucks, cargo vans, light and heavy trucks, and passenger vans)		Awnings, Canopies and Shutters		Design Plans, Specifications, Labor, Materials, Equipment, Fees and Services Associated with Improvements	

Grant funds will not be approved, and cannot be used, for day-to-day operating expenses and the items detailed below:

- Debt
- Mortgage payments for real estate
- Real estate rental deposits or rent payments (except if approved under the Business Attraction & Expansion Grant)
- Purchasing inventory for resale
- Consultant fees or expenses for services (i.e., cleaning, etc.)
- Late payment fees
- Purchase of alcohol, tobacco or medicine
- Salaries
- Utility Bills
- Any illegal activity
-

Description of Project Need:

We plan to expand our current workspace to accommodate additional inventory and equipment. Additionally, we aim to install an elevator to replace the existing stairs, ensuring full ADA compliance.

How will the CRA funding received by your business impact the CRA's Redevelopment Area and its residents?

The CRA funding will significantly benefit both our business and the surrounding redevelopment area by allowing us to expand our operations, which in turn will create more job opportunities and enhance services for residents. Additionally, our growth will foster economic development in the area by supporting various services such as landscaping, janitorial solutions, and vehicle detailing, benefiting residents and businesses alike.

***Estimated Costs for CONSTRUCTION/Related Project for the RRG or BAEG Grant Programs**

Provide detail regarding planned improvements for which the grant is being requested.			
	Improvement Type	Description	Estimated Cost
1	Elevator	Installation of elevator	\$15,000
2	Buildout	Expand workspace	\$100,000
3			
4			
5			
6			
Total Estimated Construction Cost:			\$ \$115,000

*If additional space is needed to provide more detailed information, please attach to application.

***Estimated Costs for EQUIPMENT for the SBTIG Grant Program**

Provide detail regarding equipment to be purchased and/or leased using the approved grant. All equipment purchased with grant funds must include a warranty of no less than (3) years to ensure continuous support and to reduce future costs related to repair or replacement. The inclusion of a warranty will allow the project to maintain operations without interruption due to equipment failure. Only complete this page if the SBTIG grant that you are applying for will be used to procure CRA-eligible technology and equipment items. Prior to reimbursement under the SBTIG grant, serial numbers will be required for all items purchased/leased.

	Improvement Type	Description	Estimated Cost
1	Battery Charging System	Charging system for equipment and EV vans	\$14,000 each
2			
3			
4			
5			
6			
Total Estimated Equipment Cost: \$ \$14,000			

*If additional space is needed to provide more detailed information, please attach to application.

SECTION 4: STATEMENT OF NEED AND IMPACT

1. Will the grant funding retain/maintain any existing position within your business/company? If so, please explain in detail how this funding will retain/maintain positions, the number of positions and the type of positions.

Yes, the grant funding will enable us to retain several key positions within our business. With a workforce of over 200 employees, this funding will support our growth and help maintain essential roles in our operations. As we expand our workspace and enhance our ability to manage additional inventory and equipment, we will ensure that critical positions are preserved to keep our daily operations running smoothly.

2. Will the grant funding enhance the skill sets of any current position within your business? If so, please explain in detail how this funding will enhance the skills of your employees.

~~Yes, the grant funding will enhance the skill sets of several positions within our business. As we expand our operations and improve our infrastructure, we will be able to provide additional training and development opportunities for our employees across different departments.~~

3. Will the grant funding create new positions at your business? If so, please explain in detail how this funding will create new positions, the number of new positions which will be created and the type of new positions.

~~Yes, the grant funding will create new positions within our business. As we expand our operations, particularly with the increase in inventory and equipment, additional staff will be necessary to support this growth. I plan to hire one clerical staff member and one electrical technician to help manage the expanded workload.~~

4. Will the grant funding increase your sales revenue, improve your competitiveness, expand your business' market position, and/or allow you to enter a new market? Please explain in detail.

~~Yes, the grant funding will play a key role in boosting our sales revenue and enhancing our competitiveness. With the expansion of our workspace, increased inventory, and upgraded equipment, we will be able to serve more customers more effectively. These improvements will allow us to streamline our operations, enhance service quality, and increase customer satisfaction, all of which will strengthen our position in the market.~~

5. Will the grant funds improve operations, increase efficiency, or reduce costs and/or energy consumption? Please explain in detail.

~~Yes, by expanding our workspace and upgrading our equipment, we will be able to streamline our operations, manage inventory more effectively, and boost our overall productivity. This will reduce operational cost and improve workflow across all areas. Overall, the funding will allow us to invest in modern equipment, implement more sustainable practices, and better allocate resources, which will result in cost savings and increased operational efficiency.~~

SECTION 5: JOB CREATION/ECONOMIC IMPACT/COMMUNITY BENEFIT

BUSINESS/COMPANY NAME: Able Business Services, Inc.	
1. How many years has your business been in operation?	24 years
2. How many years of experience dos the majority owner have in this business?	24 years
3. Is your business a minority or women-owned business enterprise (MWBE)?	Yes
ECONOMIC IMPACT	
4. How do you plan to meet the specific priorities of the Agency and provide an economic impact along the NW 79th Street corridor? By improving local infrastructure, creating jobs, and supporting community development, we will actively contribute to the CRA's goals and help drive long-term economic growth in the area.	
JOBS & JOB CREATION	
5. How many of your current employees earn less than \$27,400 per year? <u>0</u> More than \$27,400? <u>220</u>	
6. How many new jobs will be created, if your business receives the requested grant funding?	2
7. How many new jobs will be created earning more than \$27,400 per year, if your business receives the requested grant funding?	2
8. How many of your businesses' current positions require more than a high school education/diploma?	5
9. How many new jobs created by this grant will require more than a high school education or diploma?	1
10. If any new jobs will be created because of this grant, insert the number of each type of position that will be newly created. (Refer to listing of occupations category definitions on page 21.) Professional _____ Craft Worker _____ Sales <u>1</u> Technician _____ Operative _____ Laborer <u>1</u> Office/Clerical _____ Service Worker _____ Other: _____	
11. What are the new positions which will be created: <u>Clerical / Electrical Technician</u>	
INVESTMENT AND USE OF FUNDS	
12. What is the total project cost/investment?	\$ 129,000
13. What is the total amount of grant funding being requested in this application?	\$ 85,000
OPERATIONAL READINESS	
14. Is your business permitted by applicable Miami-Dade County Zoning to operate on the property?	<u>X</u> Yes ___ No
COMMUNITY BENEFIT	
15. Overall, how will this grant funding benefit the community and residents of the CRA? The funding will help improve the economic vitality of the area, create jobs, enhance services, and support community development, making a lasting positive impact on the residents and the surrounding areas.	

OCCUPATIONAL CATEGORY DEFINITIONS (SECTION 5, QUESTION #10)

Professional – Occupants requiring either college graduation or experience and includes: accountants and auditors, airplane pilots and navigators, architects, artists, chemists, designers, dietitians, editors, engineers, lawyers, librarians, mathematicians, natural scientists, registered professional nurses, professional and labor relations workers, physical scientists, physicians, social scientists, and teachers.

Technicians – Occupants requiring a combination of basic scientific knowledge and manual skill which can be obtained through two (2) years of post-high school education including many technical institutions and colleges or through equivalent on the job training. This includes: computer programmers and operators, drafters, engineering and mathematic aides, junior engineers, licensed practical or vocational nurses, photographers, radio operators, scientific assistants, surveyors, technical illustrators, and technicians (medical, dental, electronic physical science).

Sales – Occupants engaging wholly or primarily in direct selling. This includes: advertising agenda and sales workers, insurance agents and brokers, real estate agents and brokers, sales workers, demonstrators and retail sales workers and sales clerks, grocery clerks and cashiers and kindred workers.

Office and Clerical – Includes all clerical-type work regardless of level of difficulty, where the activities are predominantly non-manual. This includes: bookkeepers, cashiers, bills and accounts collectors, messengers and office helpers, office machine operators, shipping and receiving clerks, stenographers, typists and secretaries, telephone operators, and kindred workers.

Craft Worker (skilled) – Manual workers of relatively high-level having a thorough and comprehensive knowledge of the processes involved in their work. Exercise considerable independent judgment and usually receive an extensive period of training. This includes: the building trades, supervisors and lead operators (who are not members of management), mechanic and repairers, skilled machining occupations, compositors and typesetters, electricians, engravers, job setters (metal), motion picture projectionists, pattern and model makers, stationary engineers, and tailors.

Operatives (semi-skilled) – Workers who operate machines or other equipment or perform other factory-type duties of intermediate skill level which can be mastered in a few weeks and require only limited training. This includes: apprentices (auto mechanics, plumbers, electricians, machinists, mechanics, building trades, metal working trades, printing trades, etc.), operatives, attendants (auto service and parking) plasters, chauffeurs, delivery workers, dress makers and sewers (except factory), dryer's furnaces workers, heaters (metal), laundry and dry cleaning, operatives, milliners, laborers, motor operators, pliers and greasers, painters, photographic process workers, boiler tenders, truck and tractor drives, weavers (textile), welders and flame metals workers.

Laborers (unskilled) – Workers in manual occupations which generally require no special training to perform elementary duties that may be learned in a few days and require the application of little or no independent judgment. This includes: garage laborers, car washers and greasers, gardeners (except farm) and groundskeepers, stevedores, wood choppers, and laborers performing lifting, digging, mixing, loading and pulling operations.

Service workers – Workers in both protective and non-protective service occupations. This includes: attendants (hospital and other institutions, professional and personal service, including nurses' aides and orderlies), barbers, chair workers and cleaners, cooks, counter and fountain workers, elevator operators, firefighters and fire protection guards, door keepers, stewards, janitors, police officers and detectives, porters, waiters and waitresses and kindred workers.

SECTION 6: BUSINESS/CORPORATE INFORMATION ITEMS

Please attach copies of the following items to your completed application:

1. Proof that business address falls within the Redevelopment Area. A physical address is required. No P.O. Box as a mailing address is allowed. (See map above on page 3 of this document).
2. Photos which clearly identify the front, back and sides of the business/company.
3. IRS 147C Letter.
4. Current certificate of status from the business/company's filing with SunBiz, showing that the business/company is currently active and is in good standing in the State of Florida.
5. Copy of the Miami-Dade County, Local Business Tax Receipt (Occupational License). Business/Company name on application must match the license. If a license is not required by the County, must provide a written statement from the County Tax Collector's Office (<https://county-taxes.net/fl-miamidade/business-tax>).
6. Proof that the business has been operating for at least two (2) years. (Example: any old License, State Corporations, Sales Tax, or utility bill). Proof must be in the business/company name.
7. Valid Government-Issued Photo ID of the Managing Principal, CEO, or majority owner of the business who is authorized to sign the Grant Application package and empowered to legally enter into contracts.
8. Filed business tax returns for the calendar years 2022 and 2023. Please strikethrough or black-out all social security numbers and other sensitive or private information before submitting the application.
9. Verifiable proof of funds — current business/company bank statement or proof of funds letter from Applicant's banking institution.
10. If the business/company is using additional funds, please supply: 1) an approval letter, 2) other debt funding approval document, 3) funding commitment letter or 4) contract from the source of additional funds.
11. Elected officials and government Board appointees applying for a grant from the CRA, must provide written approval from the County's Commission on Ethics & Public Trust, indicating that no conflict of interest will be created should a CRA grant be awarded to your business/company. See page below for the *Request for Opinion from the Miami-Dade County Commission on Ethics & Public Trust Form*.
12. If applicable, provide Applicant Company's Unique Entity Identifier (UEI). The UEI is a 12-character alphanumeric ID assigned to an entity by SAM.gov. If you do not have a UEI number, one can be obtained free-of-charge at <https://sam.gov/content/home>.

Please note that the Agency may require additional information/documents as a condition of application review and/or grant award.

**Request for Opinion from the Miami-Dade County
Commission on Ethics & Public Trust**

Acquiring Financial Interest

I, William L Berry Sr., (Owner/President Name) the owner or president of
Able Business Services, Inc. (Business Name), whose
business address is, 1234 NW 79th Street, Miami, FL 33147 (Address, City, State,
Zip

Code)

Are you currently an employee of Miami-Dade County? _____ Yes _____ ☒ No

If yes, what Department? _____

Do you currently serve on any Miami-Dade County Board(s)? _____ Yes _____ ☒ No

If yes, please list: _____

Are you an elected official of Miami-Dade County? _____ Yes _____ ☒ No

If yes, please list office held: _____

I am applying for grant funding through the NW 79th Street Community Redevelopment Agency (CRA) and have been asked to request an Opinion or clearance from the Miami-Dade County, Commission on Ethics & Public Trust, on whether this creates a conflict of interest. Please review my request and forward Opinion to:

Neighbors and Neighbors Association
NW 79th Street CRA Grants Coordinator
5120 NW 24th Avenue
Miami, FL 33142
E-mail: 79stcorridor@nanafl.org

NW 79th Street CRA Mission Statement:

To protect and preserve the community for existing residents by enhancing their quality of life through parks, cultural initiatives, walkable neighborhoods, and housing affordability for all while driving business development and planning sustainable growth in our industrial hubs. By fostering community engagement, we aim to create a safe and thriving neighborhood that benefits current and future generations.



Sunbiz.org

[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by Entity Name](#) /

Detail by Entity Name

Florida Profit Corporation
ABLE BUSINESS SERVICES, INC.

Filing Information

Document Number	P01000113131
FEI/EIN Number	65-1156551
Date Filed	11/28/2001
State	FL
Status	ACTIVE
Last Event	CANCEL ADM DISS/REV
Event Date Filed	10/19/2004
Event Effective Date	NONE

Principal Address

1234 NW 79 STREET
MIAMI 33147 UN

Changed: 04/03/2016

Mailing Address

1234 NW 79 STREET
MIAMI, FL 33147

Changed: 04/03/2016

Registered Agent Name & Address

BERRY, WILLIAM L
14265 SW 108TH COURT
MIAMI, FL 33176

Officer/Director Detail

Name & Address

Title PRES

BERRY, WILLIAM L
14265 SW 108 COURT
MIAMI, FL 33176

Annual Reports

Report Year	Filed Date
--------------------	-------------------

18

2022	04/10/2022
2023	03/15/2023
2024	02/27/2024

Document Images

02/27/2024 -- ANNUAL REPORT	View image in PDF format
03/15/2023 -- ANNUAL REPORT	View image in PDF format
04/10/2022 -- ANNUAL REPORT	View image in PDF format
07/29/2021 -- ANNUAL REPORT	View image in PDF format
05/21/2020 -- ANNUAL REPORT	View image in PDF format
03/30/2019 -- ANNUAL REPORT	View image in PDF format
03/18/2018 -- ANNUAL REPORT	View image in PDF format
02/09/2017 -- ANNUAL REPORT	View image in PDF format
04/03/2016 -- ANNUAL REPORT	View image in PDF format
04/26/2015 -- ANNUAL REPORT	View image in PDF format
04/22/2014 -- ANNUAL REPORT	View image in PDF format
04/20/2013 -- ANNUAL REPORT	View image in PDF format
04/08/2012 -- ANNUAL REPORT	View image in PDF format
04/04/2011 -- ANNUAL REPORT	View image in PDF format
06/09/2010 -- ANNUAL REPORT	View image in PDF format
03/17/2010 -- ANNUAL REPORT	View image in PDF format
05/17/2009 -- ANNUAL REPORT	View image in PDF format
03/25/2009 -- ANNUAL REPORT	View image in PDF format
03/13/2008 -- ANNUAL REPORT	View image in PDF format
05/30/2007 -- ANNUAL REPORT	View image in PDF format
01/27/2006 -- ANNUAL REPORT	View image in PDF format
04/04/2005 -- ANNUAL REPORT	View image in PDF format
10/19/2004 -- REINSTATEMENT	View image in PDF format
03/10/2003 -- ANNUAL REPORT	View image in PDF format
05/21/2002 -- ANNUAL REPORT	View image in PDF format
11/28/2001 -- Domestic Profit	View image in PDF format

Local Business Tax Receipt

Miami-Dade County, State of Florida

-THIS IS NOT A BILL - DO NOT PAY

4645363

BUSINESS NAME/LOCATION
ABLE BUSINESS SERVICES INC
1234 NW 79TH ST
MIAMI, FL 33147-8212

RECEIPT NO.

RENEWAL
4850153



OWNER
ABLE BUSINESS SERVICES INC

SEC. TYPE OF BUSINESS
213 SERVICE BUSINESS

Employee(s) 10

EXEMPT

EXPIRES

SEPTEMBER 30, 2025

Must be displayed at place of business
Pursuant to County Code
Chapter 8A - Art. 9 & 10

**PAYMENT RECEIVED
BY TAX COLLECTOR**

75.00 07/24/2024
INT-24-446476

This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

The RECEIPT NO. above must be displayed on all commercial vehicles - Miami-Dade Code Sec 8a-276.

For more information, visit www.miamidade.gov/taxcollector





79stcorridor 79th <79stcorridor@nanafl.org>

Fw: CONFIRMATION: Registration Submitted for ABLE BUSINESS SERVICES, INC. / L9KSM6LM2M11 / 35ZZ2 in the U.S. Government's System for Award Management (SAM)

WILLIAM BERRY <ablmaint1@bellsouth.net>
Reply-To: WILLIAM BERRY <ablmaint1@bellsouth.net>
To: 79stcorridor 79th <79stcorridor@nanafl.org>

Fri, Nov 22, 2024 at 10:15 PM

Ms. Brown, please find attached is the requested information.

Kind Regards,

William L. Berry Sr., President
Able Business Services Inc
1234 NW 79th Street
Miami, Florida 33147
Cell: (786) 291-6686
Office: (305) 636-5099
ablmaint1@bellsouth.net
www.ablebusinessservices.com

----- Forwarded Message -----

From: donotreply@sam.gov <donotreply@sam.gov>
To: "ablmaint1@bellsouth.net" <ablmaint1@bellsouth.net>
Sent: Friday, November 22, 2024 at 10:05:57 PM EST
Subject: CONFIRMATION: Registration Submitted for ABLE BUSINESS SERVICES, INC. / L9KSM6LM2M11 / 35ZZ2 in the U.S. Government's System for Award Management (SAM)

This email was sent by an automated administrator. Please do not reply to this message.

Dear William Berry,

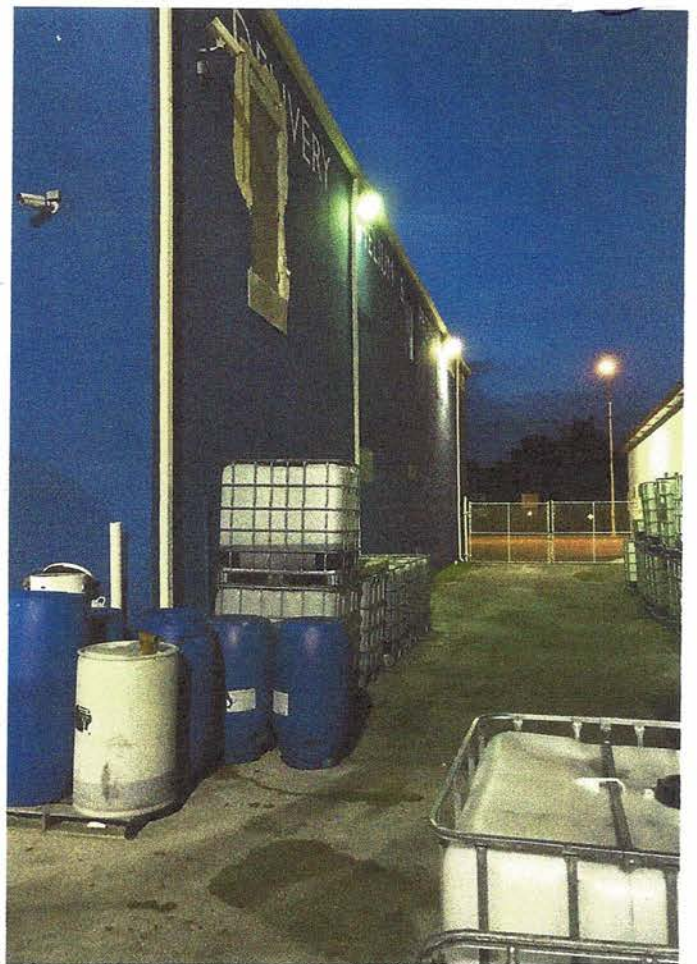
You successfully submitted the entity registration for ABLE BUSINESS SERVICES, INC. / L9KSM6LM2M11 / 35ZZ2 in the U.S. federal government's System for Award Management (SAM). This registration record will remain in Submitted status until all external validations are complete.

What happens next?

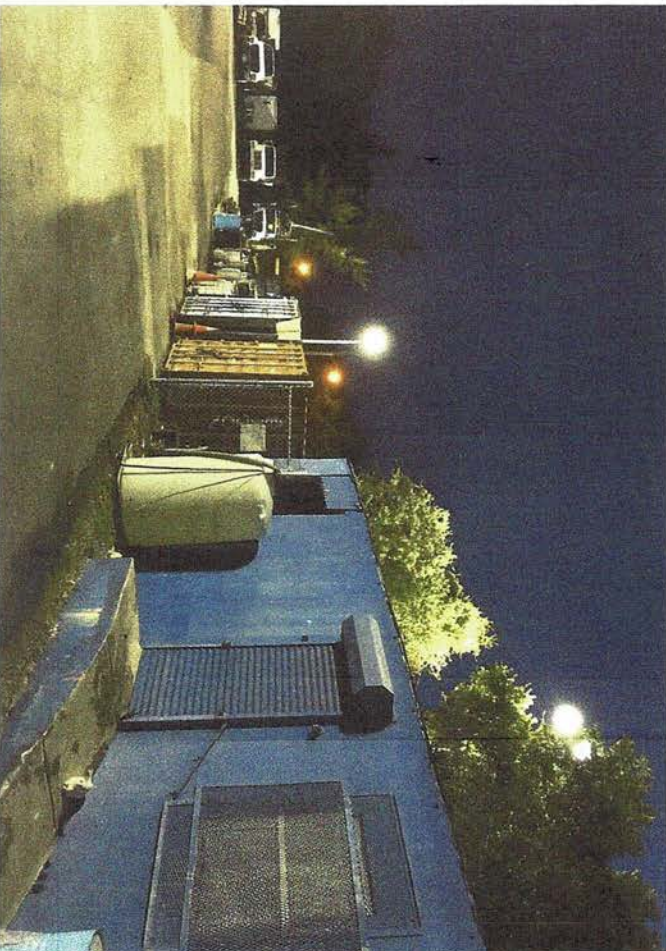
1. If you provided a Taxpayer Identification Number (TIN), the Internal Revenue Service (IRS) will conduct a validation of your TIN and Taxpayer Name. This step can take two business days. You will get an email from SAM.gov when that review is complete.
2. Your registration will then be sent to the Defense Logistics Agency (DLA) Commercial and Government Entity (CAGE) Code system for assignment or validation of your CAGE Code. This step averages two business days, but the DLA CAGE team can take up to ten business days, or longer, in peak periods. You will get an email from SAM.gov when that review is complete.
3. If the DLA CAGE team has any questions, they will contact the individual you listed as the Government Business Point of Contact (POC) via email. The email will come from a dla.mil address. Please tell your Government Business POC to respond right away to any requests from a dla.mil email. If a timely response is not received, your registration will be returned to SAM and your registration status changed to Work in Progress. You will have to resubmit and provide the requested information to DLA CAGE to continue.
4. You will get an email from SAM.gov when your registration passes these external validations and becomes Active. Until



3. WEST SIDE OF BUILDING



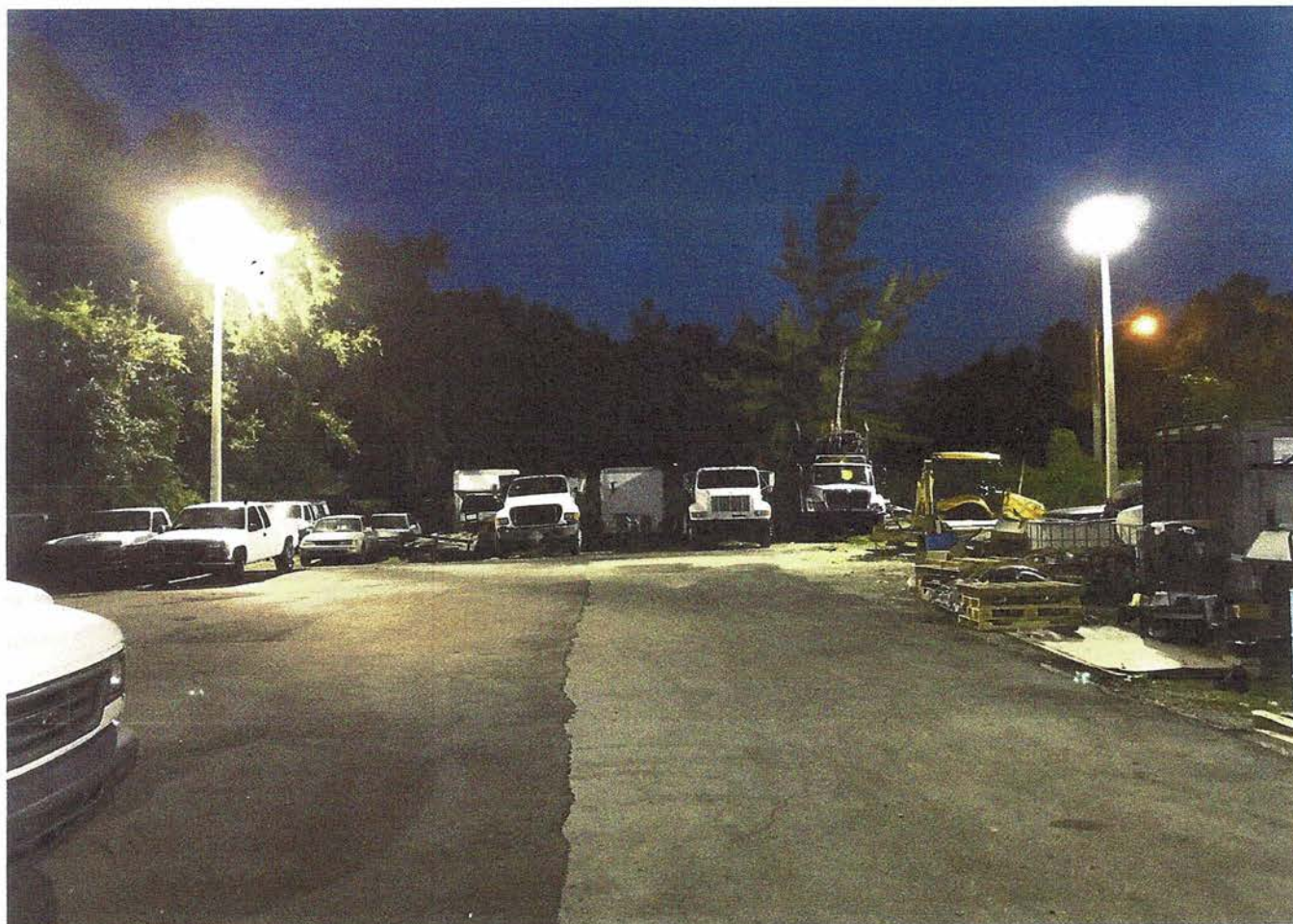
4. EAST SIDE OF BUILDING



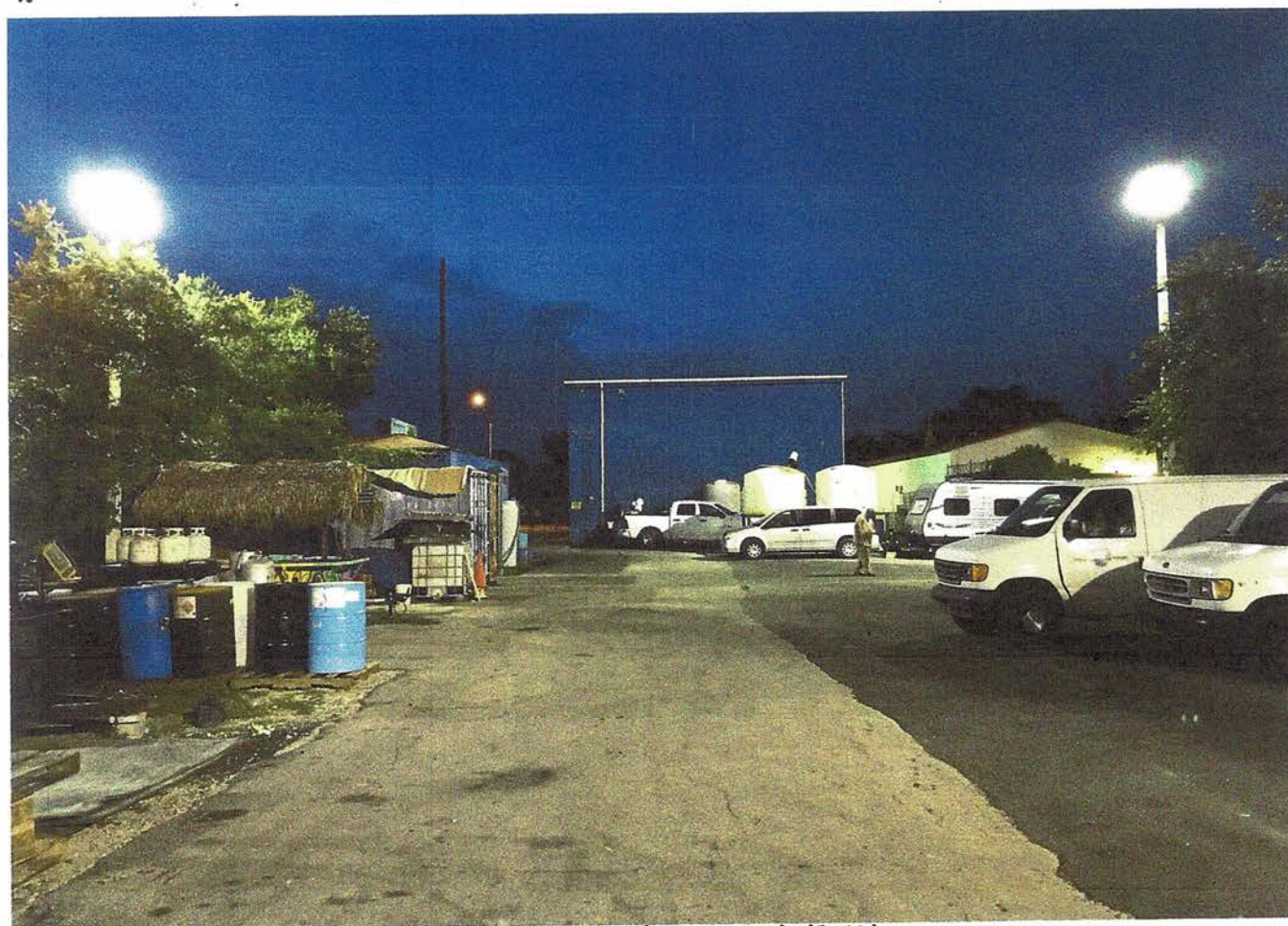
6. EAST SIDE OF SMALL BUILDING--LOOKING SOUTH



5. NORTH SIDE OF BUILDING



1. PARKING LOT LOOKING SOUTH



2. PARKING LOT LOOKING NORTH

Summary

Name	Count	Area(ft²)	Length(ft)
Brownfield	1	N/A	N/A
Census Tract 2010	1	N/A	N/A
Community Development District	0	N/A	N/A
Community Redevelopment Area	1	N/A	N/A
Community Development Block Group	1	N/A	N/A
County Commission District	1	N/A	N/A
Empowerment Zone / Targeted Urban Area	0	N/A	N/A
Qualified Opportunity Zones	1	N/A	N/A
Enterprise Zone	1	N/A	N/A
Current Land Use	1	N/A	N/A
Municipality	1	N/A	N/A
Neighborhood Revitalization Area	1	N/A	N/A
Target Urban Area (TUA)	1	N/A	N/A
Target Urban Area Corridor	0	N/A	N/A
Municipal Zoning	1	N/A	N/A
Zoning	1	N/A	N/A
Urban Development Boundary	1	N/A	N/A

Brownfield

#	NAME	Area(ft²)
1	MODEL CITY/BROWNSVILLE	N/A

Census Tract 2010

#	NAME	Area(ft²)
1	Census Tract 10.04	N/A

Community Redevelopment Area

#	LOCATION	Area(ft²)
1	NW 79th Street	N/A

Community Development Block Group

#	GT51PCNT	Area(ft²)
1	69.10	N/A

County Commission District



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 01/28/2025

PROPERTY INFORMATION	
Folio	30-3111-016-0020
Property Address	1234 NW 79 ST MIAMI, FL 33147-8212
Owner	ABLE BUSINESS SERVICES INC
Mailing Address	1234 NW 79TH ST MIAMI, FL 33147-8212
Primary Zone	6051 UC EDGE - MIXED USE CORRIDOR (MC) 4 MAX HT
Primary Land Use	4837 WAREHOUSE TERMINAL OR STG : WAREHOUSE OR STORAGE
Beds / Baths /Half	0 / 0 / 0
Floors	2
Living Units	0
Actual Area	5,205 Sq.Ft
Living Area	5,205 Sq.Ft
Adjusted Area	4,517 Sq.Ft
Lot Size	35,000 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION			
Year	2024	2023	2022
Land Value	\$1,750,000	\$2,100,000	\$630,000
Building Value	\$122,137	\$164,080	\$164,125
Extra Feature Value	\$69,987	\$70,724	\$71,462
Market Value	\$1,942,124	\$2,334,804	\$865,587
Assessed Value	\$1,047,359	\$952,145	\$865,587

BENEFITS INFORMATION			
Benefit	Type	2024	2023 2022
Non-Homestead Cap	Assessment Reduction	\$894,765	\$1,382,659

Note: Not all benefits are applicable to all Taxable Values (i.e. County, School Board, City, Regional).

SHORT LEGAL DESCRIPTION	
11 53 41 .81 AC	
TATUMS SUB OF SW1/4 PB B-63	
BEG 50FT S OF NW COR OF LOT 1	
THENCE E100FT S350FT W100FT	
N350FT TO POB	



TAXABLE VALUE INFORMATION			
Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,047,359	\$952,145	\$865,587
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,942,124	\$2,334,804	\$865,587
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$1,047,359	\$952,145	\$865,587

SALES INFORMATION			
Previous Sale	Price	OR Book-Page	Qualification Description
03/11/2016	\$695,000	30002-2727	Qual by exam of deed
11/07/2008	\$975,000	26656-3695	Sales which are qualified
09/01/2005	\$0	23946-4060	Sales which are disqualified as a result of examination of the deed
08/01/2001	\$190,000	19897-3222	Sales which are qualified

The Property Appraiser is continually editing and updating the tax roll. This website may not reflect the most current information on record. The Property Appraiser and Miami-Dade County assumes no liability, see full disclaimer and User Agreement at <http://www.miamidad.e.gov/info/disclaimer.asp>



**MHCP
COLAB**

CITY PLANNING, COMMUNICATIONS,
PUBLIC RELATIONS + TRANSPORTATION

Lambert
ADVISORY

Local Government Consulting Group

NW 79th Street CRA

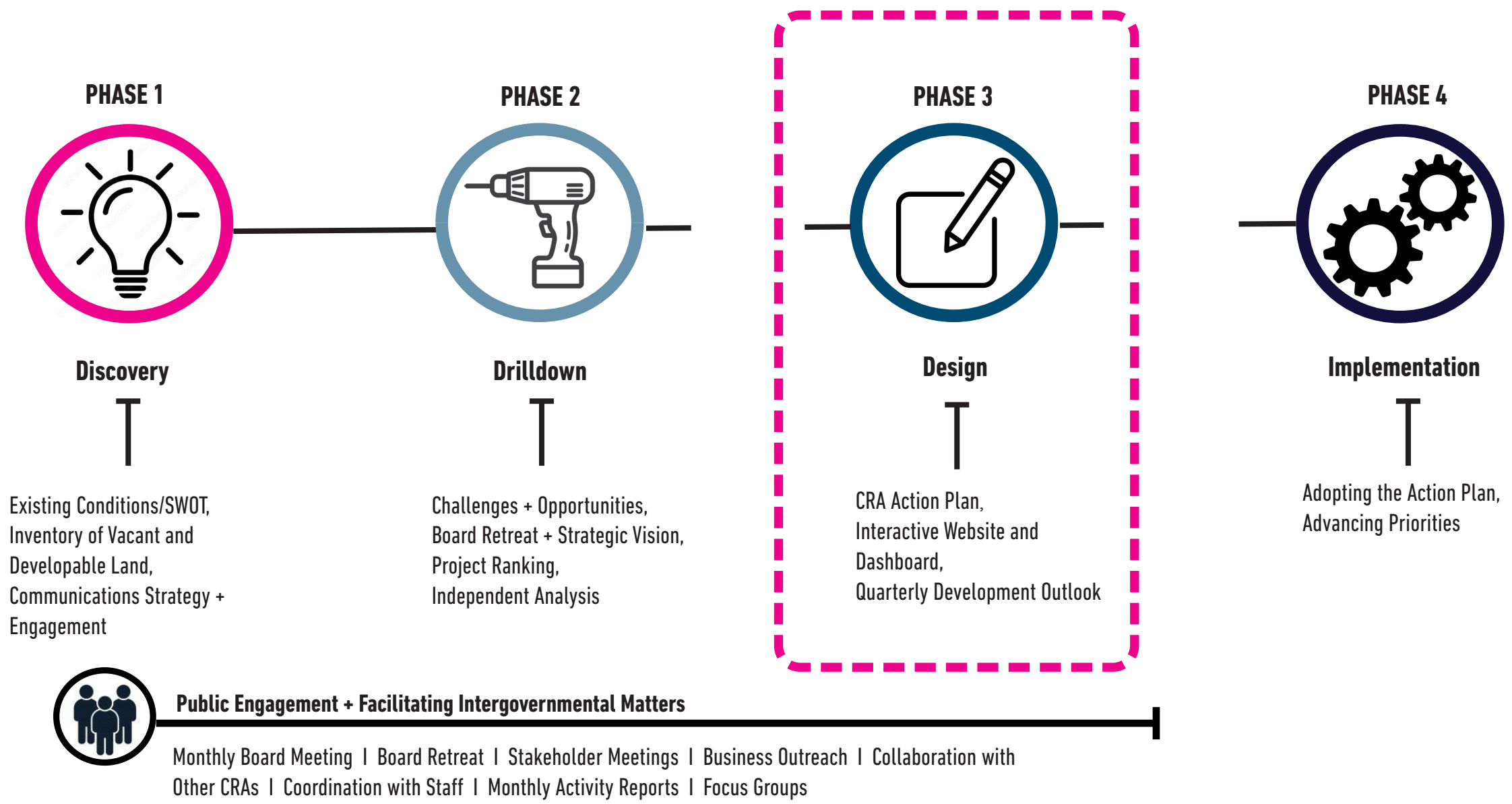
Overview Focus Group Workshops

February 6 and February 8, 2025

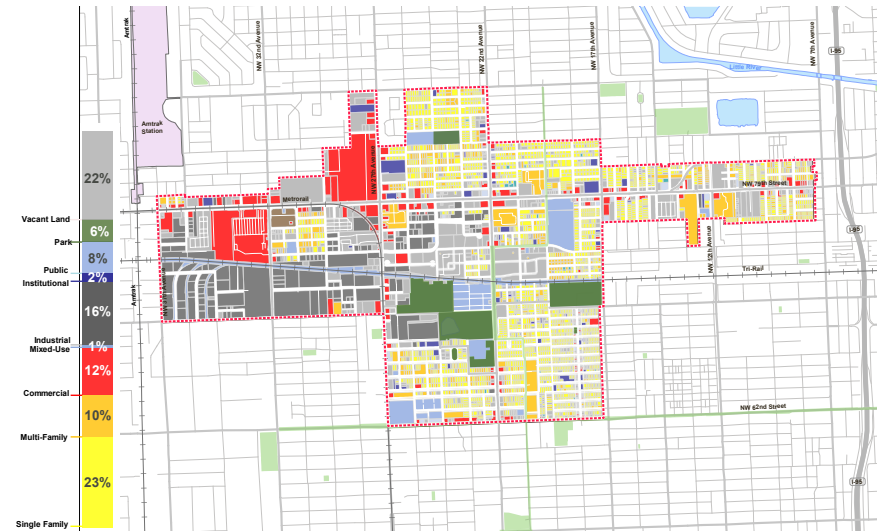
The Mission of the NW 79th Street CRA is to:

To protect and preserve the community for existing residents by enhancing their quality of life through parks, cultural initiatives, walkable neighborhoods, and housing affordability for all while driving business development and planning sustainable growth in our industrial hubs. By fostering community engagement, we aim to create a safe and thriving neighborhood that benefits current and future generations.

Overview



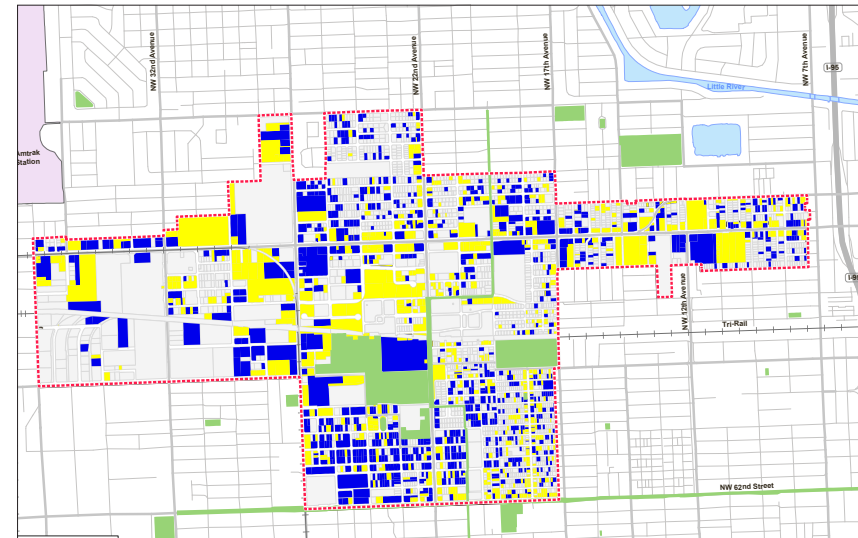
Accomplishments



Existing Uses

1. Database and inventory of existing conditions including:

- . Vacant land
- . Unsafe structures
- . Existing uses
- . Land ownership and value
- . Land use and zoning
- . Neighborhood services and amenities
- . Transit and transportation
- . Properties lacking sewer connections

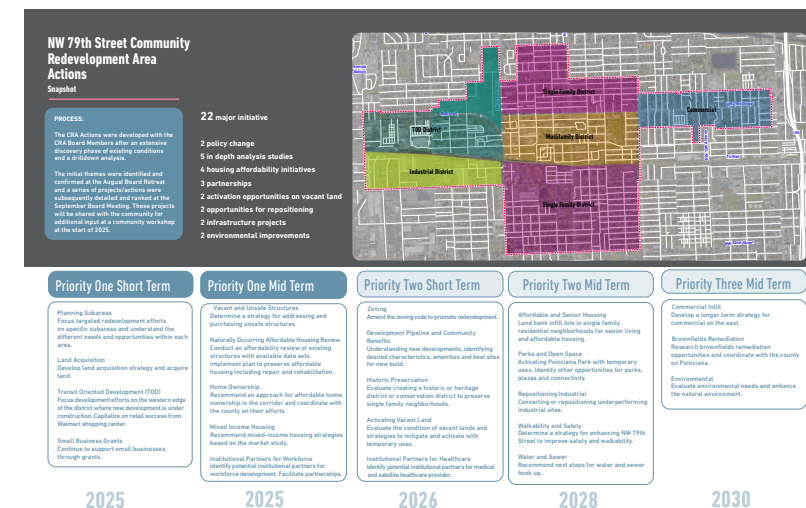


2. Land analysis to evaluate potential redevelopment sites based on presence of unsafe structures, vacant land and properties needing sewer connections.

EXISTING USES		ACRES	% OF AREA
	Developable Land	227.6	
	Vacant Land	257.91	
Total	Acres for Redevelopment	535.51	36.1%
	Total Acres in the CRA	1484	100%



3. CRA Board retreat to select and rank key opportunities and needs.



4. Strategic Plan and Preliminary Action Plan with key themes and actions approved by the board.

The Numbers

- 40 in person participants
- 6 hours of outreach meetings
- 3 focus group meetings

- Collected comment cards
- Developed online survey

SURVEY RESULTS

Opportunities

- Cultural engagement
- Grocery stores
- Medical services
- Beautification
- More parks and open space
- Restaurants
- Youth centers and entertainment
- Redevelop Poinciana
- Support for small businesses including funding and training.
- Circulator service

Challenges

- Permitting
- Illegal dumping
- Homelessness
- Lack of sewer infrastructure
- Lack of sidewalks
- Home ownership
- Funding for small business
- Brownfield remediation

Issues

- Vacant and abandoned buildings
- Better code enforcement
- Better community engagement
- New development should benefit residents and community
- Inadequate infrastructure limits opportunities for investment

Key Takeaways

Support for small businesses

- More business assistance and funding
- Workforce training and more jobs to create generational wealth
- Host small business workshops and events with food trucks on vacant land- community engagement

Infrastructure to support community and attract businesses

- Septic to sewer is a huge need
- More sidewalks in the swale areas
- Shade trees
- Transit circulator

Entertainment

- More restaurants for businesses and residents
- Bowling, ice skating, roller skating for youth
- Community center



Key Takeaways, cont.

Parks and Environment

- More parks and open space
- Sustainable buildings and brownfield clean up

Clean and Safe

- Beautify the area
- Homeless population hurts small business
- Trash and illegal dumping deters investment
- Partner with Homeless Trust on encampments
- Other crime

New Uses

- Grocery store (Publix)
- Medical services
- Places to play- arcades, go carts
- Theatre
- Health services



Key Takeaways, cont.

New Development

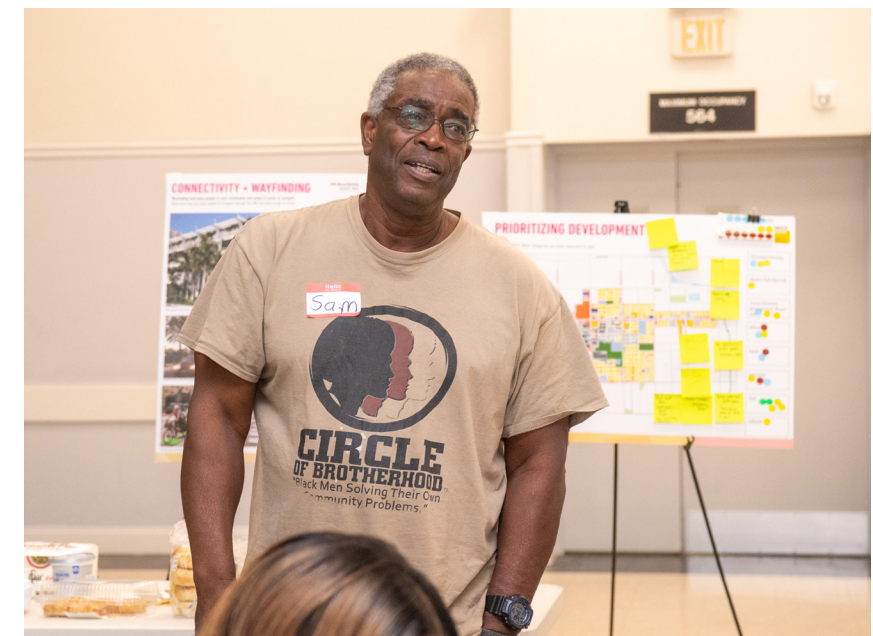
- Public private partnerships
- 79th to become main commercial corridors
- Prioritize redeveloping Poinciana
- Community benefits package
- Expedite permitting

Vacant and Abandoned Buildings

- Work with code enforcement and incentives to address violations
- Building removal on case by case basis
- Determine overall vision for vacant lots and ownership
- Land bank lots for cultural engagement

Housing

- Make it easier for people to buy homes
- Senior housing with health services
- Housing for homeless
- Rehabilitation



Vision

- Master plan
- Activate vacant land with community events
- Beautification, sidewalks
- More housing options and home ownership
- Job creation and training
- Entertainment uses
- Health services and the environment
- More parks and open space and trees
- Poinciana as a hub for new business and new neighborhood for the community
- Clean up abandoned buildings



Action Plan Preliminary Timeline

Priority 1 Short Term 2025

- Focus targeted efforts on specific **planning subareas**.
- Develop **land acquisition** strategy and acquire land.
- Focus **transit-oriented-development** efforts to the west.
- Support **small businesses** through grants.

Priority 1 Mid Term 2026

- Determine a strategy for addressing and **purchasing unsafe structures**.
- Conduct a **housing affordability** review to preserve affordable housing.
- Recommend an approach for **affordable home ownership** with the County.
- Recommend **mixed-income housing strategies**.
- Institutional partners for **workforce development**.

Priority 2 Short Term 2026-2027

- **Amend the zoning code** to promote redevelopment.
- Understand **developments in the pipeline**, development sites and community benefits.
- Preserve single family neighborhoods with **conservation areas**.
- Activate vacant land with **temporary uses**.
- Institutional partners for **medical**.

Priority 2 Mid Term 2026-2030

- **Land bank** infill lots in single family residential neighborhoods for senior living and affordable housing.
- **Activate Poinciana Park** with temporary uses including parks, plazas and connectivity.
- Convert or reposition underperforming **industrial** sites.
- Improve **safety and walkability**.
- **Water and sewer** hook up.

Priority 3 Mid Term 2026-2030

- Develop a longer term strategy for **commercial on the east**.
- Research **brownfields remediation** opportunities and coordinate with the county on Poinciana.
- Evaluate **environmental needs** and enhance the natural environment.

Next Steps

Next Steps

- Finalize the **action plan** after the community meetings.
- Continue to support **small business grants**.
- Design **logo**.
- Develop land acquisition strategy and **acquire land**.
- Determine strategies to **address vacant land**.
- Mitigate **code violations**.
- Develop a plan to remove concentrations of **unsafe structures**.
- Determine strategy for **redevelopment** including county owned property.
- Evaluating creating an **innovation hub**, potential partners and locations and facilitate partnerships.
- **Activate Poinciana Park** with temporary uses. Identify other opportunities for parks, plazas and connectivity.
- **Safety improvements** will be installed next summer, 2025 on key intersections on NW 79th Street.

In Progress

- Creating a **developer application package** and community benefits package for new developments.
- Continue to explore funding opportunities to enhance connectivity and increase aesthetics and visibility through **CRA branded circulator service**.
- Evaluating creating an **innovation hub**, potential partners and locations. Identify potential **institutional partners for workforce development**.
- **Coordinating with developers and property owners** for permanent and temporary uses.

22 major initiatives

2 policy change
5 in depth analysis studies
4 housing affordability initiatives
3 partnerships
2 activation opportunities on vacant land
2 opportunities for repositioning
2 infrastructure projects
2 environmental improvements

Proposed Table of Contents

1. CRA 101: What is a CRA
2. About the NW 79th Street CRA
3. Process for Developing the Action Plan
4. Outreach to the Board and Community Summary
5. Existing Conditions Summary and Maps
6. Development Outlook Summary
7. Action Plan Priority Summary
8. Priority Action Description
9. Proposed Timeline

Action Plan Summary NW 79th Street CRA

Year 1 (2025)		
Priority	Actions	Intended Outcome
Priority 1.1 Focus targeted efforts on specific planning subareas.	<ol style="list-style-type: none"> 1. Develop a master plan based on the planning subareas. 2. Evaluate the different needs and opportunities within each area. 	Formalize subareas and select projects and strategies for each subarea.
Priority 1.2 Develop a land acquisition strategy and acquire land.	<ol style="list-style-type: none"> 1. Determine which properties best development potential. 2. Coordinate with the CRA attorney and Board regarding acquisition. 3. Evaluate mechanism for banking land and strategies for activating and redeveloping this land. 	Summarize land banking tools and opportunities and set up land bank. Start to acquire land.
**Priority 1.3 Determine a strategy for addressing and purchasing unsafe structures and creating a land bank.	<ol style="list-style-type: none"> 1. Evaluate overall condition of structures using county GIS data. 2. Work with code compliance to address minor violations. 3. Target certain areas in coordination with vacant land based on redevelopment opportunities. 4. Determine if properties are candidates for land acquisition and demolition. 	Develop a strategy for addressing and purchasing unsafe structures and create a land bank.
Priority 1.4 Understand developments in the pipeline, identify development sites, work with the development community and community needs.	<ol style="list-style-type: none"> 1. Create a database of developments in the pipeline based on County data and developer contacts. 2. Develop a list of community benefits desired including desired uses (*New uses to include restaurants, entertainment, recreation, grocery) 3. Create a minimum requirements package for unsolicited proposals requesting CRA funding. 4. Meet with the development community to represent the CRA and new opportunities. 	Develop a comprehensive database of developments and development opportunities to solicit developments that meet the community needs and the vision for the CRA.
Priority 1.5 Focus transit-oriented-development (TOD) efforts to the west.	<ol style="list-style-type: none"> 1. Identify the sites best served by transit. 2. Identify the desired characteristics for TOD projects. 	Facilitate TOD development and develop potential partners for P3s.

	<ol style="list-style-type: none"> 3. Prepare case studies from best practices in TOD. 4. Coordinate land acquisition efforts for TOD and potential P3s 5. Meet with property owners to facilitate development opportunities. 	.
Priority 1.6 Support small businesses through grants.	<ol style="list-style-type: none"> 1. Promote small business workshops. 2. Promote events with food trucks on vacant land- community engagement. 3. Provide more business assistance and funding. 	Continued support for small business
Priority 1.7 Open an innovation hub for workforce development.	<ol style="list-style-type: none"> 1. Evaluate potential workforce partners. 2. Facilitate partnerships with local institutions. 3. Identify potential sites for an innovation hub. 4. Determine requirements, needs and focus for the innovation hub. 5. Engage the County to lease or purchase a space. 	Recommend opportunities for viable partnerships with local institutions to provide workforce training and a physical location for the innovation hub.
*Priority 1.8 Address illegal dumping.	<ol style="list-style-type: none"> 1. Work with County Commissioner's office to address illegal dumping 2. Have Code Compliance conduct regular surveys of neighborhoods to reduce illegal dumping. 3. Encourage residents and businesses to report illegal dumping to 311 4. Provide on street trash receptacles to minimize trash. 	Reduce illegal dumping and remove trash.
*Priority 1.9 Work with the Homeless Trust to address the homeless population.	<ol style="list-style-type: none"> 1. Coordinate with the Homeless Trust to help rehabilitate the homeless population and address the encampments. 2. Facilitate housing for homeless in collaboration with local developers. 	Engage the Homeless Trust to reduce the homeless encampments and provide housing options.

Year 2 (2026)		
Priority	Actions	Intended Outcome
Priority 2.1 Activate and revitalize Poinciana Park with temporary uses including parks, plazas and connectivity.	<ol style="list-style-type: none"> 1. Support existing opportunities and efforts for redevelopment. 2. Explore adding a metrorail station at Poinciana. 3. Confirm policies available to support additional industrial development. 	Facilitate Poinciana's redevelopment.
Priority 2.2 Conduct a housing affordability review to preserve existing affordable housing and facilitate aging in place.	<ol style="list-style-type: none"> 1. Identify existing naturally occurring affordable housing and conduct affordability review of existing structures with available data sets. 2. Survey housing age and condition, tenure and value. 3. Develop strategies for rehabilitating and renovating existing homes. 	Implement plan to preserve affordable housing including a program and funding for home repair and rehabilitation.
Priority 2.3 Recommend an approach for facilitating affordable home ownership with the County.	<ol style="list-style-type: none"> 1. Research best practices for encouraging homeownership for long-term residents including young professionals and seniors. 2. Partner with the county on existing efforts. 3. Develop financial strategies and collaborate with local banks. 	Recommend an approach for expanding homeownership and coordinate with the county on their efforts.
Priority 2.4 Recommend small scale mixed-income housing strategies on infill lots. Land bank infill lots in single family residential neighborhoods for infill housing. Facilitate senior housing options on infill lots and multi-story housing on larger lots.	<ol style="list-style-type: none"> 1. Research best practices for infill senior and mixed-income housing. 2. Coordinate the land acquisition and land bank for scattered sites to identify potential housing sites. 3. Identify partners to develop single family and small-scale multi-family infill housing product. 4. Identify and coordinate opportunities for senior housing. 	Determine potential lots for land banking and redevelopment strategies for infill housing. Facilitate single family, small scale multi-family and senior housing options on infill lots.
**Priority 2.5 Activate vacant land with temporary uses including cultural uses and engagement	<ol style="list-style-type: none"> 1. Evaluate the condition of vacant lands. 2. Evaluate opportunities to mitigate through land acquisition, engaging with property owners and code enforcement. 	Develop an overall approach to vacant land and activations.

	<ol style="list-style-type: none"> Determine if any properties should be acquired in coordination with the land acquisition analysis. Determine if any sites may be suitable for parks. Identify strategies to activate with temporary uses. 	
**Priority 2.6 Parks and open space and enhance the natural environment	<ol style="list-style-type: none"> Identify park needs in coordination with the County Parks and Recreation (PROS). Review vacant sites and sites with unsafe structures in terms of opportunities for parks. Evaluate opportunities to increase connectivity with pedestrian paths, sidewalks and additional landscaping. Coordinate park and programming needs with PROS. Investigate strategies for private developers to partially fund parks. 	Identify potential sites for parks and preliminary programming opportunities and facilitate more parks.
**Priority 2.7 Facilitate water and sewer hook-up.	<ol style="list-style-type: none"> Coordinate with WASD on potential for water and sewer Evaluate need and opportunity for funding or grants Assess the cost for sewer connections and potential funding solutions. 	<p>Recommend next steps for water and sewer connections.</p> <p>Water and sewer hookup</p>
**Priority 2.8 Improve safety and walkability by adding more sidewalks in the swales and introduce a transit circulator	<ol style="list-style-type: none"> Determine a strategy for enhancing the street cross section on NW 79th Street to improve safety and walkability. Use existing data to conduct a sidewalk gap assessment. Conduct windshield field surveys of sidewalk conditions. Develop preliminary design concept and prioritize locations. Work with County Commissioners and DTPW to implement sidewalk improvements on County roads. Work with FDOT to change to roadway section for 79th Street to increase sidewalk widths. Explore a transit circulator service 	Design and construct new sidewalk infrastructure and roadway improvements and pursue funding for a transit circulator.

**Priority 2.9 Beautify the district and increase the tree canopy with more landscaping and street trees.	<ol style="list-style-type: none"> 1. Evaluate opportunities to increase the tree canopy. 2. Meet with PROS to determine what options are available to increase the number of street trees planted. 3. Select an approach to planting more trees. 	Develop a tree planting approach and plan and plant more trees.
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Year 2 and 3 (2026, 2027)		
Priority	Actions	Intended Outcome
Priority 3.1 Amend the zoning code to promote redevelopment.	<ol style="list-style-type: none"> 1. Evaluate the current zoning code for potential improvements. 2. Identify needs to facilitate private investment in terms of the code and if they match the community's vision. 3. Work with Planning to update the code. 	Amend the zoning code and formally adopt the changes.
Priority 3.2 Preserve single family neighborhoods with conservation areas.	<ol style="list-style-type: none"> 1. Explore mechanism to create a heritage district or conservation district. 2. Identify structures with historic value to build meaning to the neighborhood. 3. Determine how a heritage district could protect single family neighborhoods. 4. Work with the County Historic Preservation and Planning to develop the best approach including the code language for adoption. 	Create a mechanism to protect single family neighborhoods.
Priority 3.3 Institutional partners for medical.	<ol style="list-style-type: none"> 1. Determine how the CRA can facilitate new health care businesses. 2. Evaluate potential healthcare partners. 3. Recommend opportunities for viable partnerships with local institutions to provide healthcare services and workforce training. 	Facilitate healthcare partner with a physical presence in the community.

Years 2-5 (2026-2030)		
Priority	Actions	Intended Outcome

Priority 4.1 Convert or reposition underperforming industrial sites.	<ol style="list-style-type: none"> 1. Identify vacant industrial sites. 2. Identify underperforming sites. 3. Investigate converting or repositioning underperforming industrial sites for more active manufacturing facilities. 	Facilitate repositioning industrial.
Priority 4.2 Develop a longer-term strategy for commercial infill on the east.	<ol style="list-style-type: none"> 1. Evaluate redevelopment potential of vacant commercial parcels along the corridor. 2. Evaluate potential uses related to restaurants, entertainment, recreation and grocery. 3. Develop a long-term strategy for commercial on the east and the Broadway Corridor. 4. Recommend potential commercial infill improvements. 	Facilitate commercial infill on the east end of the corridor.
Priority 4.3 Research brownfields remediation opportunities and coordinate with the county on Poinciana.	<ol style="list-style-type: none"> 1. Confirm existing brownfield sites and potential contamination. 2. Determine strategy and approach to brownfield remediation. 	Build a playbook to mitigate brownfields.
Priority 4.4 Evaluate how to improve the district's environmental health.	<ol style="list-style-type: none"> 1. Determine the environmental needs. 2. Evaluate how new development can reduce heat, enhance the natural environment and air quality. 3. Evaluate how changes to the infrastructure can reduce heat, enhance the natural environment and air quality. 4. Recommend an approach to addressing environmental needs connected to the built environment and redevelopment opportunities. 	Build a playbook to implement environmental recommendations.