

#### NW 7<sup>TH</sup> AVENUE COMMUNITY REDEVELOPMENT AGENCY EMERGENCY SMALL BUSINESS GRANT PROGRAM

#### FIRST-COME, FIRST-SERVED

**NW** 7<sup>th</sup> **AVENUE CRA EMERGENCY SMALL BUSINESS GRANTS**: In response to the economic crisis as a result of the Novel Coronavirus 2019 (COVID-19), the NW 7<sup>th</sup> Avenue Community Redevelopment Agency (CRA) has launched an Emergency Small Business Grant Program to assist businesses within the CRA Redevelopment Area. The CRA is offering up to \$7,000 grants to help keep your business open.

**ELIGIBLE USES/REQUIREMENTS**: To be eligible for the grant, your business must meet the following conditions:

- 1. Employ 10 employees or less.
  - a. 1 to 5 employees eligible for up to \$3,500
  - b. 6 to 10 employees eligible for up to \$7,000
- 2. Be located within the NW 7<sup>th</sup> Avenue CRA Boundaries.
- 3. Can be any locally-owned business. Exceptions include: Religious institutions, residences, adult entertainment businesses, tattoo shops, smoke shops, marijuana distilleries, bars and liquor stores are not eligible.
- 4. Applicable Miami-Dade County/state licenses must be up to date.
- 5. Businesses must not have received funding from the Federal Government through the Coronavirus, Aid, Relief and Economic Security (CARES) Act to include but not limited to the Paycheck Protection Program.
  - a. Business who have received funding from Miami-Dade County, and did not receive the maximum funding may be eligible for funding from this program for a combined maximum of \$25,000. (i.e. if business received \$20,000 from the County may be eligible for a maximum of \$5,000 from this program).
- 6. Owner/Operator or Applicant shall have no outstanding liens, violations, pending litigation with Miami-Dade County or the NW 7<sup>th</sup> Avenue CRA or any unpaid real and/or tangible personal property taxes.
- 7. Only one application, per business is allowed and must be signed by the majority owner of the business. Applicants may not submit multiple applications using different partners, family members or other persons.
- 8. Applications must be completed in full, signed and submitted to be considered.

The grant can be used for the following business purposes: purchasing inventory, rent, mortgage payments, salaries and/or emergency repairs. To apply, please complete the application on the following page. The time required to complete the application is approximately 20 minutes. Grants will be awarded on a <u>first-come</u>, <u>first-served basis</u>, until the CRA spends its entire emergency fund budget. The CRA will notify you of approval or denial within 7-10 business days of receipt of your application. If approved, the CRA will require proof of all payments to vendors and employees.

Please send or e-mail your completed application package to:

Neighbors and Neighbors Association, Inc. (NANA)
5120 NW 24<sup>th</sup> Avenue
Miami, Florida 33150

Attention: Leroy Jones, Executive Director

or apply@nanafl.org with the subject "NW 7th Avenue Emergency Grant"

Interested parties may contact Alice Townsend, NANA, at (305) 756-0605 to receive instructions on how to complete the application. Applicants must thoroughly review application guidelines and terms and conditions to ensure eligibility.



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		Is this business located within the NW	7 <sup>th</sup> Avenue CRA Boundary? Yes No					
۱.	LEGAL NAME C	DF BUSINESS:						
2.	NAME OF OWNER, CEO, OR MANAGING PARTNER:							
3.	BUSINESS ADDRESS:							
4.	BUSINESS PHONE: 4a. OWNER/CEO EMAIL:							
5.	DATE BUSINESS ESTABLISHED: 5a. FEDERAL TAX ID#:							
6.	BUSINESS INDU	JSTRY:6a. COUN	ty business tax number:					
7.	CHECK BUSINE	SS TYPE - SOLE PROPRIETORSHIP: C	ORPORATION: PARTNERSHIP:					
3.	. NUMBER OF EMPLOYEES WORKING AT THIS LOCATION:							
9.	Please provide	all of the following:						
	a. Certified Copy of the Business's Articles of Organization or Incorporation							
	b. Сору о	f Current Lease (If requesting funding for re	nt)					
	с. Сору о	f County Business License						
0. List all uses of the grant funding, including the amount, vendor (payee), and purpose of the payment.								
J.	List all uses of	the grant funding, including the amount, ver	ndor (payee), and purpose of the payment.					
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	Payment Payment	the grant funding, including the amount, ver	ndor (payee), and purpose of the payment.  Purpose					
	Payment							
	Payment							
	Payment							
	Payment							

Additional information may be requested by the Agency to determine program eligibility. Certification and signature are required on the next page.

(6 to 10 Employees \$7,000 MAXIMUM): \_\_

13. TOTAL FUNDING REQUESTED (1 to 5 Employees \$3,500 MAXIMUM)



#### NW 7<sup>TH</sup> AVENUE COMMUNITY REDEVELOPMENT AGENCY

#### Certification and Signature Page

This form must be signed by the CEO, Managing Principal, Majority Owner, or Corporate Officer with the power to bind the company to contracts.

The un	ndersigned, by submitting this proposal, certifies the following:					
1.	That the Legal name of the Applicant's Company/Business submitting th	nis application is:				
2.	That I am the Sole Proprietor, President, CEO, or other officer of the Comparmake this affidavit and execute all agreements on behalf of the Compar	. ,				
3.	That I am not an employee of Miami-Dade County;					
4. 5.	That the information given herein and, in the documents, attached here No federal funding from the CARES Act has been received.					
6.	In submitting this proposal, the Applicant/Company agrees with all the te by the NW 7th Avenue Corridor Community Redevelopment Age applicant/company has this document and fully understand its contents	ncy in this grant application, and that				
7.	e used for the purposes stated herein and to demand repayment of all or a portion					
8.	3. In the event that my request for funding is approved by the Agency, I understand and agree that no funds wil disbursed to me until I execute an agreement with the CRA and comply with the terms therein.					
9.	You will be required to provide receipts/proof for all qualifying expenses claimed under this grant within 30 day of receipt of grant funds. If applicant/company does not follow the above requirements, the grant will be due full.					
10.	The grantee will be required to provide any reporting information (orangetings.	ll, written, in-person) to the CRA in future				
The inf	formation submitted on this document is true to the best of my knowled	ge.				
	Name					
	Signature	Date				

The NW 7th Avenue CRA reserves the right at it sole and absolute discretion, to reject any and all grant applications, postpone or cancel the grant program or waive any irregularities in applications submitted for funding.

### NW 7<sup>TH</sup> AVENUE COMMUNITY REDEVELOPMENT AGENCY EMERGENCY SMALL BUSINESS GRANT PROGRAM

#### **Terms and Conditions**

This Grant Application is binding upon the Recipient Business/Grantee and Owner (hereinafter collectively referred to as "Grantee"). Grantee shall be and is bound to comply with all applicable federal, state and local laws, regulations ordinances, resolutions and the N.W. 7th Avenue Corridor Community Redevelopment Agency's requirements pertaining to this Application, including but not limited to maintaining all required business and commercial licenses and insurance, conducting background checks, and complying with Section 119.0701 of the Florida Statutes as may be applicable. This document has no intended third party or unintended third-party beneficiaries.

**Breach:** A breach by Grantee shall have occurred under this document if: the Grantee fails to fulfill in a timely and/or proper manner any and all of its obligations, covenants, agreement and stipulations in this document. If the Grantee breaches, the CRA may pursue any or all of its legal remedies. The Executive Director or Executive Director's designee is authorized to suspend, terminate and/or seek repayment of grant funds on behalf of the CRA. The total grant awarded funded pursuant to this document may be due and payable to the CRA at the sole discretion of the Executive Director or his designee.

Civil Rights: The Grantee agrees to abide by Chapter 11A of the Code of Miami-Dade County ("County Code"), as amended, which prohibits discrimination in various areas, including employment, housing and public accommodations; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, as amended which prohibits discrimination in employment because of age; Section 504 of the Rehabilitation Act of 1973, 29 § U.S.C. 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 12103 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Rehabilitation Act; the Federal Transit Act, 49 U.S.C. § 1612; the Fair Housing Act, 42 U.S.C. § 3601 et. seq; and the Domestic Violence Leave Ordinance, codified as § 11A -60 et. seq. of the Miami-Dade County Code.

**Payment Procedures:** If Grantee is selected to receive grant funds, the CRA agrees to pay the Grantee for the purpose and services described in this Application. *The Grantee shall keep on file all invoices and payment documentation associated with this Application for a period of no less than three (3) years from the date Grantee received final award amount pursuant to this Application.* 

**Prohibited Use of Funds:** The Grantee shall not utilize CRA funds for religious purposes or to retain legal counsel for any action or proceeding against the CRA or any other of its agents, instrumentalities, employees, or officials. The Grantee shall not utilize CRA funds for any purpose other than as approved by the CRA in the CRA's sole discretion.

#### Records, Reports, and Audits:

- A. Supporting Documentation. The Grantee shall submit proof of active corporate status by providing, as part of this Application, a completed W-9 form and certificate of Corporate Status from the State of Florida Division of Corporations.
- B. Office of Miami-Dade Inspector General. Miami-Dade County has established the Office of Inspector General, which is empowered to perform random audits on all CRA contracts throughout the duration of each agreement. Grant recipients are exempt from paying the cost of the audit, which is normally ¼ of 1% of the total agreement amount.
- C. Independent Private Sector Inspector General Review. Pursuant to Miami-Dade County Administrative Order 3-20, the Grantee is aware that the CRA has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the CRA deems it appropriate to do so and at the CRA's expense. The Grantee shall make available to the IPSIG retained by the CRA, all requested records and documentation pertaining to this Application for inspection and copying, including documents held by sub-consultants' assignees. The CRA may conduct other audits or investigations, as it deems reasonable. The terms of this Section shall not impose any liability on the CRA by the Grantee or by any third party.

**Grant Period:** All purchases made with CRA funds shall be completed by the grant expiration date. The Grantee shall forfeit any grant funds which have not been expended and/or requested in a form acceptable to the CRA (original invoice/receipt and proof of purchase), at the CRA's sole discretion, before or on the grant's expiration date (September 30 of grant fiscal year). The Grantee must ensure all documentation is submitted to the Program Administrator (an entity selected to administer the Emergency Grant Program, including but not limited to NANA or another organization selected by the CRA) and is forwarded to the CRA within 30-day of the disbursement of grant funds.

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

Indemnification: The Grantee shall indemnify and hold harmless the CRA and its officers, employees, agents, and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the CRA or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of relating to or resulting from this Application and/or in connection to Grantee or its employees, agents, servants, partners, principals, or subcontractors. The Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments and attorney's fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by this Application or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the CRA or its officers, employees, agents, and instrumentalities as herein provided.

**Jurisdiction and Venue:** This Agreement shall only be enforced to the extent that it is consistent with the laws of the State of Florida and the United States and any dispute arising hereunder shall be brought by the parties in a court of competent jurisdiction located in Miami-Dade County, Florida.

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

**Survival:** The parties acknowledge that any of the obligations in this Agreement will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Parties under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

**Waiver:** The waiver of any provision or term of this Agreement shall not be deemed a waiver of any other provision or te1m of this Agreement.

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

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

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

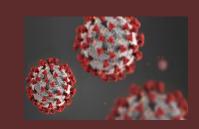
**Assurance Regarding Preexisting Contracts:** Each Party warrants that as of the date of execution of this Agreement, it has executed no purchase agreement or any other agreements that would violate any provision of this Agreement.

https://www.miamidade.gov/global/government/boards/northwest-7th-avenue-cra.page

GRANTEE:	NEIGHBORS AND NEIGHBORS ASSOCIATION, INC
iignature:	By:
Name:	————— Name: <u>Leroy Jones</u>
itle:	Title: Executive Director
Date:	
Vitness:	Attest:
Signature:	
Date:	Signature:
	Date:

IN WITNESS WHEREOF the parties have executed this Agreement effective as of the contract date

# Uptown 7<sup>th</sup> Ave Emergency Small Business Grant Program COVID-19 Affidavit



Business Name				
Business Address				
To be considered for funding under the <b>Uptown 7<sup>th</sup> Ave E</b> Neighbors and Neighbors Association, Inc requires that you As of the date of this affidavit did your <b>BUSINESS</b> receive a Pandemic?	ou answer the f	following q	uestion.	
	Did not Apply	Applied	Denied	Amount Received
1. Economic Injury Disaster Loan? (Advance)				
2. Paychex Protection Program?				
<ol><li>Emergency funding though a County program?</li><li>Program Name:</li></ol>				
4. Emergency funding though a City program? Program Name:				
5. Other funding through an agency not listed above? Agency Name:				
Certification  A materially false statement willfully or fraudulently mad rendering the submitting business ineligible with respect the business to future denial of funding under the Uptow Program or any other Uptown 7th Ave Grant Program.  By signing this statement, I am certifying that I am author behalf of the business. I verify that the statements contain Business has not misrepresented any information contain	to the program n 7 <sup>th</sup> Ave Emer ized to comple ned herein are	n, and in ac gency Sma te and sub true and c	Idition, ma Ill Busines Ill Busines	ay subject s Grant ffidavit on
Owner Name	NANA Staff Name			
Signature	Signature			
Date	Date			