

NW 79th Street Corridor Community Redevelopment Agency

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December 2, 2025

Arcola Lakes Public Library

8240 NW 7th Avenue, Miami, FL 33150

6:00 PM

- 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. Consent Agenda
 - A. October 29, 2025
- VI. Action Items:
 - A. **RESOLUTION NO. CRA-14-2025** - Resolution to access a competitively established agreement between Miami-Dade County Public Housing and Community Development (PHCD) and Rebuilding Together Miami-Dade, Inc. (RTMD).
 - B. **RESOLUTION NO. CRA-15-2025** - Amending the Area Improvement & Redevelopment Grant Program.
 - C. **RESOLUTION NO. CRA-16-2025** - Resolution Approving an Area Improvement & Redevelopment Grant of \$75,000 (AIRG) for Synergy Consultants Group, LLC.
 - D. **RESOLUTION NO. CRA-17-2025** - Resolution Approving an Area Improvement & Redevelopment Grant of \$150,000 (AIRG) for Royal Castle.
- VII. Executive Director's Report
 - A. Colab Report Quarterly Report
 - B. Nana Quarterly Report
- VIII. CRA Attorney's report
- IX. 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."

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2025 Meeting Dates*

Arcola Lakes Library @ 6pm

~~Wednesday, January 29th~~

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

~~Wednesday, March 12th~~

~~Wednesday, April 16th~~

~~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~~ Re-scheduled

Tuesday, December 2nd

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.



NW 79th STREET CORRIDOR REDEVELOPMENT AGENCY REGULAR MEETING

OFFICIAL MINUTES – Tuesday, October 29, 2025

I. Call to Order — CRA Board Chair Rhenie Dalger called the meeting to order at 6:15 p.m.

II. Roll Call and Introductions —

Rhenie Dalger, Chair	Present
Dr. Gilbert Saint Jean, Jr., Vice Chairman	Present
Board Member Tanisha ‘Wakumi’ Douglas	Present
Board Member Sandy Lila	Present
Board Member Nadege Vilsaint	Present

Consultant Team:

Melissa and Mathew Hege, MHCP COLAB;
Leroy Jones and Victoria Goss, NANA

Miami-Dade County: Vivian Cao, Assistant Director, OMB; Chimene Graham, Business Analyst Manager, OMB; Terrence Smith, Assistant County Attorney, CAO

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

IV. Approval of Agenda — Ms. Lila moved approval of the agenda with a second from Ms. Vilsaint. *Motion passed.*

V. Approval of July 30, 2025, Minutes — Ms. Lila moved to approve the minutes with a second from Ms. Vilsaint. *Motion passed.*

VI. Action Items —

- A. Resolution No. CRA-11-2025 – Resolution Approving the NW 79th Street Corridor Community Redevelopment Agency’s Travel Policy (Travel Policy) for the Purpose of Establishing Clear Procedures for Authorizing, Managing, and Reimbursing Official Travel Undertaken on Behalf of the Agency

A Motion to Approve was made by Sandy Lila, with a Second from Nadege Vilsaint. Motion Passed.

- B. Resolution No. CRA-12-2025 – Resolution Authorizing the Executive Director or Executive Director’s Designee to Negotiate and Execute a Lease Agreement with Northside Mixed Use, LLC in an Amount not to Exceed \$10,500.00

Vice-Chairman Gilbert asked to clarify the \$10,500 amount. Executive Director Oupelle indicated that the \$10,500 is the monthly rental amount. A Motion to Approve was made by Sandy Lila, with a Second from Nadege Vilsaint. Motion Passed.

- C. Resolution No. CRA-13-2025 - Resolution Approving a Reimbursement in the Amount of \$7,132.65 for Agency-related Expenses Incurred by the Executive Director to Support Agency’s Operations, Technology, and Training

A Motion to Approve was made by Sandy Lila, with a Second from Nadege Vilsaint. Motion Passed.

- D. Resolution No. CRA-14-2025 - Resolution Approving the Terms of and Authorizing the Executive Director or Executive Director's Designee to Execute an Engagement Letter with Taylor Duma LLP in an Amount Not to Exceed \$150,000.00 for the Purpose of Providing Legal Services to the Agency in Accordance with Section 163.356, Florida Statutes, and Section 2-2098 of the Code of Miami-Dade, Florida

Steven Zelkowitz, Esq. introduced himself and indicated that his firm: handles several CRAs in the County (e.g., North Miami, Naranja and West Perrine); is providing a discounted rate; and that the contracted amount is a ceiling, it doesn't mean that his firm will need to bill at the full contracted amount. A Motion to Approve was made by Sandy Lila, with a Second from Nadege Vilsaint. Motion Passed.

VII. Executive Director's Report

- A. The CRA e-mail is now fully operational. Any Board Member desirous of having a separate e-mail solely for CRA business, can reach out to the Executive Director to initialize.
- B. The Executive Director thanked all Board Members who were able to attend the Florida Redevelopment Association (FRA) conference, which was held in West Palm Beach from October 14 - 17.
- C. The CRAs logo and design standards have been shared with the Board Members. Mr. Oupelle asked that feedback be provided so the designs can be finalized in the next few weeks.
- D. Due to the November meeting falling within the week of Thanksgiving, the meeting will be moved to the first week of December. Mr. Oupelle will be polling the Members to determine availability.
- E. Mr. Oupelle expressed appreciation and thanked the County Attorney, Terrence A. Smith, for his service to the CRA since its inception (September 2011).

Vice-Chairman Gilbert recognized MHCP COLAB for being recognized at the FRA conference in the Planning Category for submission of the NW 79th Street 2025 Action Plan Update.

VIII. Adjournment — There being no additional business, the meeting adjourned at 6:50 p.m.

RESOLUTION NO. CRA-14-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AUTHORIZING THE EXECUTIVE DIRECTOR AND CRA ATTORNEY TO NEGOTIATE AND FINALIZE AN AGREEMENT WITH REBUILDING TOGETHER MIAMI-DADE, INC. TO PROVIDE RESIDENTIAL REHABILITATION SERVICES FOR THIRTY (30) PROPERTIES FOR FISCAL YEAR 2025-2026 IN AN AMOUNT NOT TO EXCEED \$135,000 UNDER THE ACCESSING CONTRACTS FROM OTHER GOVERNMENT ENTITIES PROCUREMENT GUIDELINES OF MIAMI-DADE COUNTY; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE AGREEMENT WITH REBUILDING TOGETHER MIAMI-DADE, INC.; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the mission of the Northwest 79th Street Corridor Community Redevelopment Agency (“CRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

WHEREAS, the CRA is seeking to engage Rebuilding Together Miami-Dade, Inc. to provide to provide residential rehabilitation services in connection with the administration of the CRA’s Neighborhood Improvement Program (NIP); and

WHEREAS, Miami-Dade County Implementation Order IO 3-38 - Master Procurement Implementing Order (the “Implementing Order”) authorizes the award of a contract by accessing the competitively selected contract of any other governmental or quasi government entity or non-profit organization, provided the goods or services are not available through an existing Miami-Dade Contract at the same or lower price; and

WHEREAS, Rebuilding Together Miami-Dade, Inc. was previously competitively selected to provide residential rehabilitation services to the Miami-Dade County through its Public Housing and Community Development Department; and

WHEREAS, the Board of Commissioners of the CRA desires to authorize the to authorize the negotiation, finalization and execution of an Agreement with Rebuilding Together Miami-Dade, Inc. to provide residential rehabilitation services for thirty (30) properties for Fiscal Year 2025-2026 in an amount not to exceed One Hundred Thirty Five Thousand Dollars (\$135,000) (i.e., Four Thousand Five Hundred Dollars [\$4,500] per property), which Agreement shall be in a form and substance as negotiated by the Executive Director and approved as to legal form and sufficiency by the CRA Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:

Section 1. Recitals. The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

Section 2. Negotiation and Finalization of Agreement. The Executive Director and CRA Attorney are hereby authorized to negotiate and finalize an agreement with Rebuilding Together Miami-Dade, Inc. to provide residential rehabilitation services for thirty (30) properties for Fiscal Year 2025-2026 in an amount not to exceed One Hundred Thirty-Five Thousand Dollars (\$135,000) (i.e., Four Thousand Five Hundred Dollars [\$4,500] per property).

Section 3. Execution of Agreement. The Executive Director is hereby authorized to execute and deliver the Agreement with Rebuilding Together Miami-Dade, Inc. to provide residential rehabilitation services for thirty (30) properties for Fiscal Year 2025-2026.

Section 4. Implementation of Agreement. The Executive Director is hereby authorized to take all action necessary to implement the terms of the Agreement with Rebuilding Together Miami-Dade, Inc. to provide residential rehabilitation services for thirty (30) properties for Fiscal Year 2025-2026.

Section 5. Effective Date. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of December, 2025.

Rhenie Dalger
Chair

ATTEST:

Tanisha “Wakumi” Douglas, MSW
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by:_____

Seconded by:_____

Vote:

Chair Rhenie Dalger

_____ (Yes)_____ (No)

Vice Chair Gilbert St. Jean, Phd

_____ (Yes)_____ (No)

Board Member Tanisha “Wakumi” Douglas, MSW

_____ (Yes)_____ (No)

Board Member Sandy Lila, MPA

_____ (Yes)_____ (No)

Board Member Nadege Vilsaint, RCSWI, MSW

_____ (Yes)_____ (No)



Date: December 2, 2025

To: Board Members of NW 79th Street Community Redevelopment Agency

From: Khass Oupelle, Executive Director
NW 79th Avenue Corridor Community Redevelopment Agency

Subject: Resolution to access a competitively established agreement between Miami-Dade County Public Housing and Community Development (PHCD) and Rebuilding Together Miami-Dade, Inc. (RTMD)

Recommendation

It is recommended that the Board of Commissioners of the NW 79th Street Community Redevelopment Agency (Board) approve accessing a competitively established agreement between Miami-Dade County Public Housing and Community Development (PHCD) and Rebuilding Together Miami-Dade, Inc. (RTMD) to provide residential rehabilitation services. The Agency will utilize this agreement to administer its Neighborhood Improvement Program (NIP) for income-eligible properties within the CRA boundary.

Fiscal Impact

The Neighborhood Improvement Program is already funded in the CRA's FY 2024–25 budget to support up to 30 residential properties. RTMD will be compensated a 15% administrative fee per project, equivalent to \$4,500 per property, for project management, compliance, and oversight services. The total RTMD fee will not exceed \$135,000.

Delegation of Authority

Upon Board approval, the Executive Director or designee is authorized to finalize and execute the agreement with RTMD, consistent with the terms of the PHCD contract and in accordance with applicable procurement regulations. The Executive Director is also authorized to approve project scopes, issue task orders, and process payments tied to completed work under the program.

Background

The CRA is preparing to launch its Neighborhood Improvement Program (NIP) to deliver exterior rehabilitation and safety-related improvements for income-eligible residential properties within the NW 79th Street CRA boundary.

Rather than issuing a separate RFP, staff recommends leveraging the existing competitively procured agreement between Miami-Dade County PHCD and RTMD, allowing the CRA to "piggyback" on a compliant public procurement. RTMD is already performing similar services under this agreement and is equipped to manage the full project cycle, including:

1. Community Outreach and Application Intake
2. Applicant Pre-Qualification
3. CRA Review and Selection
4. Home Assessment and Scope Development
5. Contractor Bidding and Procurement
6. Contracting and Agreements
7. On-site Project Management and Quality Control
8. Final Inspection and Closeout

RTMD's 15% project fee covers end-to-end project coordination, including documentation, compliance monitoring, and construction oversight. Importantly, the CRA will retain full authority over homeowner eligibility, project selection, funding allocations, and payment authorization.

Attachment

Miami-Dade County PHCD – RTMD Agreement (Reference)

Resolution Number: R-671-24
Awarded Amount: \$465,391.40
UEI Number: JF32E68WN3W9

CDBG 2024
Non Profit

FY 2024 COMMUNITY DEVELOPMENT BLOCK GRANT
CONTRACT BETWEEN
MIAMI-DADE COUNTY
AND
REBUILDING TOGETHER MIAMI-DADE, INC.

This Agreement (hereinafter referred to as "Agreement" or "Contract"), by and between Miami-Dade County, a political subdivision of the State of Florida, hereinafter referred to as "County" and Rebuilding Together Miami-Dade, Inc., hereinafter referred to as "Awardee" and having offices at 3628 Grand Avenue, Miami, Florida, 33133 and telephone number of (305) 200-5711 states conditions and covenants for the rendering of Community, Economic or Housing activities hereinafter referred to as "Housing Rehabilitation" for the County through its Public Housing and Community Development hereinafter referred to as "PHCD," and having its principal offices at 701 N.W. 1 Court, 14th Floor, Miami, Florida 33136, collectively referred to as the "Parties."

WHEREAS, the Home Rule Charter authorizes Miami-Dade County to provide for the uniform health and welfare of the residents throughout the County; and

WHEREAS, the Community Development Block Grant (CDBG) Program was authorized by the Housing and Community Development Act of 1974, as amended, with the primary objective of promoting the development of viable urban communities; and

WHEREAS, the Awardee provides it will develop activities of value to the County and has demonstrated an ability to provide these activities; and

WHEREAS, the County is desirous of obtaining such activities of the Awardee, and the Awardee is desirous of providing such activities; and

WHEREAS, the County has appropriated in Resolution No. R-671-24 up to \$465,391.40 in CDBG funds (plus any Program Income awarded by the Board of County Commissioners, which may be added to the Contract by Amendment) to the Activity Housing Rehabilitation located at 3628 Grand Avenue, Miami, Florida, 33133. All CDBG funds except those awarded to County Departments and municipalities, are awarded in the form of a loan that is forgivable if the national objective is met pursuant to the terms and conditions set forth herein, including but not limited to Section II, W(2) (a)(1) (2); and

WHEREAS, nothing in this Contract shall in any way be utilized to request documentation relating to or authorizing consideration of an agency's social, political, or ideological interests when determining if the agency is a responsible vendor or give a preference to an agency based on the agency's social, political, or ideological interests; and

WHEREAS, the Awardee shall carry out the Activities defined and set forth in Attachment A, "Scope of Services", in Miami-Dade County or the focus area(s) of the county.

NOW, therefore, in consideration of the mutual covenants recorded herein, the parties hereto agree as follows:

EFFECTIVE TERM
OF AGREEMENT:

This Agreement shall begin on December 1, 2024.
This Agreement shall expire on June 30, 2026.

AMOUNT OF AGREEMENT:

Subject to the availability of funds, the amount of funds which may be disbursed, in accordance with this Agreement, may not exceed \$465,391.40.

I. DEFINITIONS	
PHCD	Public Housing and Community Development or its successor Department.
24 CFR part 570 – CDBG Regulations	Federal regulations implementing Title I of the Housing and Community Development Act of 1974, as amended - Community Development Block Grant.
Awardee	Recipient of CDBG funds from Miami-Dade County
Activities or Projects	The provision by Awardee of services, set forth more fully herein and in the Scope of Services, which ultimately provide services or Affordable Housing for low-income individuals and families whose incomes do not exceed 80% of Area Median Income ("AMI"), as defined by the United States Department of Housing and Urban Development ("U.S. HUD").
Area Median Income(AMI)	Household income for the median household for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR Part 570.
Community Development Corporation	A local agency that is organized to meet community development needs with particular emphasis on the economic development, housing and revitalization needs of low- and moderate-income area residents and which is receptive to the needs expressed by the community.
Developer	Awardee acting as the production agent for the delivery of the Affordable Housing units identified in Attachment "A" of this agreement, if applicable.
Local	Having headquarters in Miami-Dade County or having a place of business located in Miami-Dade County from which the Contract or Subcontract will be performed.
Low- and Moderate-Income Individual or Family	A person or family whose annual income does not exceed 80% of the median income for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR part 570.
Very Low Income Individual or Family	A person or family whose annual income does not exceed 50% of the median income for the area, as determined by HUD with adjustments for smaller and larger families and with certain exceptions as provided in 24 CFR part 570.
Contract Records or Agreement Records	Any and all books, records, documents, information, data, papers, letters, materials, electronic storage data and media whether written, printed, electronic or electrical, however collected, preserved, produced, developed, maintained, completed, received or compiled by or at the direction of the Awardee or any subcontractor in carrying out the duties and obligations required by the terms of this contract, including but not limited to financial books and records, ledgers, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes or surveys.
Effective Term of Agreement	The Effective Term of this Agreement is the duration of time listed above as the "EFFECTIVE TERM OF AGREEMENT".
Federal Award	

2 CFR Part 200	<p>Any federal funds received by the Awardee from any source during the period of time in which the Awardee is performing the obligations set forth in this contract.</p> <p>Shall mean as amended, replaced or supplemented from time to time.</p>
Property	The real property as described by legal description in any loan documents executed between Awardee and the County and any real property of Awardee or Related or Affiliated Entities (as defined herein) acquired or improved upon with funds awarded pursuant to this Agreement or on which funds awarded pursuant to this Agreement are anticipated to be used.
Project Completion	The issuance of a Closeout letter by PHCD to Awardee.
Policies and Procedures Manual	PHCD's Policies and Procedures Manual f/k/a Contract Compliance Manual provided to Awardee at contract execution by the Portfolio Manager
Subcontractor or Subconsultant	Any individual or firm hired on a contractual basis by the Awardee for the purpose of performing work or functions cited on the Action Step Format (Attachment "A1") of this contract.
Subcontract	Any contractual agreement between a Subcontractor and the Awardee.

II. THE AWARDEE AGREES:

- A. The Awardee shall carry out the Activities defined and set forth in **Attachment A**, "Scope of Services," which is incorporated herein and attached hereto, in the County or the focus area(s) of the County. Awardee acknowledges and agrees that the purpose of CDBG funds is to benefit low- and moderate-income persons. Therefore, Awardee shall carry out the Activities in such a manner as to satisfy a National Objective.

Unless Awardee is a County Department or sovereign government entity, Awardee shall be required to execute for the benefit of the County a promissory note and, as applicable and as described in this Agreement, a mortgage or other security instrument or restrictive covenant as determined by the County in its absolute and sole discretion to be in the best interest of the County to ensure the National Objective is met. If Awardee is a County Department or sovereign government entity, the CDBG funds shall be awarded in the form of a conditional grant which shall be repaid by Awardee upon written demand from the County if Awardee fails to meet a National Objective. Notwithstanding any other provision of this Agreement, if Awardee is a County Department or sovereign government entity, Awardee shall not be required to execute on behalf of the County a promissory note, mortgage or other form of security.

- B. Insurance Requirements

Upon PHCD's notification, the Awardee shall furnish to the Department's Community Development Division (CD), 701 N.W. 1 Court, 14th floor, Miami, Florida 33136, relevant certificate(s) of insurance evidencing insurance coverage as detailed in **Attachment B-1(A-26)**. The effective coverage start date of applicable insurances shall not be later than the date of the Agreement execution and shall be approved by Miami-Dade County's Internal Services Department prior to any reimbursement being processed. All certificates and insurance updates must identify the names of the Awardee and the Activity being funded through this Agreement. The Awardee shall provide Builder's Risk

Insurance and/or Flood Insurance (if applicable) upon the issuance of the Notice to Proceed with an effective date for coverage commencing on the Notice to Proceed date.

Any changes to the required insurance policies, including coverage renewals, must be submitted to PHCD through a formal notice immediately upon occurrence throughout the Agreement period.

If the Awardee fails to submit the required insurance documents in the manner prescribed in these requirements within sixty (60) calendar days after the Board of County Commissioners' approval, the Awardee shall be in default of the terms and conditions of the Agreement.

C. Certificate of Continuity

The Awardee shall be responsible for ensuring that the insurance certificates required in conjunction with this subsection remain in force for the duration of the Agreement period, including any and all option years, if applicable. In the case of construction and major rehabilitation activities, the Awardee must have the coverage cited in Attachment B-1(A-26) of this Agreement at the time that it begins construction on the project. If the insurance certificates are scheduled to expire during the Agreement period, the Awardee shall be responsible for submitting new or renewed insurance certificates to the County at a minimum of thirty (30) calendar days before such expiration.

In the event that expiration certificates are not replaced with new or renewed certificates that cover the Agreement period, the County shall suspend the Agreement until the new or renewed certificates are received by the County in the manner prescribed in the requirements; provided, however, that this suspended period does not exceed thirty (30) calendar days. If such suspension exceeds thirty (30) calendar days, the County may, at its sole discretion, terminate the Agreement. Prior to execution of the Agreement by the County and commencement of the contracted services, the Awardee shall obtain all insurance required under this Section and submit same to the County for approval. All insurance shall be maintained throughout the term of the Agreement.

D. Indemnification

The County shall not assume any liability for the acts, omissions to act or negligence of the Awardee, its agents, servants or employees; nor shall the Awardee exclude liability for its own acts, omissions to act, or negligence arising out of the Awardee's performance pursuant to this Agreement. The Awardee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County 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 Awardee or its employees, agents, servants, partners principals or subcontractors. The Awardee 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 County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. The Awardee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Awardee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided. Nothing herein is intended to serve as a waiver of sovereign immunity by the County or Awardee (if Awardee is a sovereign government entity). Nothing herein shall be construed to extend the County's or Awardee's liability (if Awardee is a sovereign government entity) beyond that provided in section 768.28, Florida Statutes. Nothing herein shall be construed as consent by the County or Awardee (if Awardee is a sovereign government entity) to be sued by third parties in any matter arising out of this Agreement. The provisions of this section survive the termination or expiration of this Agreement.

E. National Objective

In accordance with 24 CFR section 570.208 of the federal regulations, the Awardee shall be required to achieve the national objective of **Benefit to Low and Moderate Income Persons or Households (LMI)**. (See Attachment B-2). Awardee shall execute and deliver to the County, simultaneous with this Agreement, a Promissory Note committing to repay the funds provided by the County pursuant to this Agreement in the event that Awardee fails to meet the national objective. In the event the CDBG funds subject to this Agreement are to be used for the acquisition or improvement of real property, the Awardee shall also be required to give the County a mortgage or other security

instrument to be determined at the absolute and sole discretion of the County Mayor or Mayor's designee in order to secure the loan described in this Agreement. Title work and a title insurance policy, if so required in the absolute and sole discretion of the County Mayor or Mayor's designee in order to adequately secure the loan set forth herein, shall be paid for by Awardee. Awardee understands that the County may be liable to the United States Department of Housing and Urban Development ("HUD") for repayment of the federal funds loaned to Awardee pursuant to this Agreement in the event that HUD determines that Awardee has failed to meet the national objective. **AWARDEE WAIVES ANY RIGHT TO OBJECT TO THE REPAYMENT OF FUNDS, PURSUANT TO THIS AGREEMENT AND/OR THE PROMISSORY NOTE, IN THE EVENT THAT HUD DETERMINES THAT THE AWARDEE HAS NOT MET THE NATIONAL OBJECTIVE.** The County shall have all rights and remedies in law and equity to seek repayment of funds loaned to Awardee pursuant to this Agreement.

F. Documents and Reporting Requirements

The Awardee shall submit documents to PHCD or report on relevant information to PHCD as described below and provide any other documents in whatever form, manner, or frequency as prescribed by PHCD. These will be used for monitoring progress, performance, and compliance with this Agreement and for compliance with applicable County and Federal requirements.

1. Certificates of Insurance

The original certificate, as set forth in **Attachment B-1 (A-26)** to be received by PHCD within the first month of this Agreement period, and submitted with each payment request, including any renewals, prior to payments made by the County. The effective date of the coverage must coincide with the beginning date of this agreement.

2. Progress Reports

- a. The Awardee shall submit each quarter a status report using the form attached hereto as **Attachment C, "Progress Report,"** as it may be revised by PHCD, which shall describe the progress made by the Awardee in achieving each of the Activities, objectives and action steps identified herein, including but not limited to Attachment A and Attachment A-1.

The Awardee shall ensure that PHCD receives each report in triplicate (or as indicated) no later than 10 days after the quarter ends.

The Awardee shall submit to PHCD a cumulative account of its activities under this agreement by completing the following portions of the Progress Report Form:

Section I – General Information

Section II - Financial Information

The Awardee must report expenditure information based on approved budgeted line items to reflect all costs incurred during the reporting period. In addition, the Awardee shall report on Program Income, depicting the twenty percent (20%) to be paid to the County quarterly as well as Awardee's usage of Program Income for each contracted activity.

Section III - Status of Contracted Activities:

The Awardee must report specific information regarding the status of the contracted activities, including accomplishments and/or delays encountered during the implementation of the project and an unduplicated count of clients served during the reporting period (if applicable) for each federally defined ethnic category. Awardees engaged in construction and/or housing rehabilitation projects shall report on the progress of their activities including the number of housing units completed and occupied by low-moderate and low income residents. The Awardee shall also report demographic information on each head of household. Each goal and corresponding objective(s), as indicated in the approved Scope of Services,

must be addressed as part of this report. Awardees engaged in job creation projects shall report on the progress of their activities including the names of businesses assisted, the number of jobs created and the income qualification of individuals holding the jobs created.

50% and 70% Benchmark Reporting: At the time Awardee has been paid or otherwise received fifty percent (50%) and seventy percent (70%) of the Agreement Funds, Awardee must report -- on the next progress report due -- and submit documentation to show sufficient to show that Awardee has accomplished 50% and 70%, respectively, of the Activities described herein. For Awardees engaged in construction and/or housing rehabilitation projects, Awardees shall report on the progress of their activities including the number of housing units completed and occupied by low-moderate and low income residents. The Awardee shall also report demographic information on each head of household. Each goal and corresponding objective(s), as indicated in the approved Scope of Services, must be addressed as part of this report. Awardees engaged in job creation projects shall report on the progress of their activities including the names of businesses assisted, the number of jobs created and the income qualification of individuals holding the jobs created.

In conjunction with the progress reports submitted, Awardee shall submit the Performance & Benefit Data Supplement (the "Supplement") to the Quarterly Expenditure & Progress Report. The Supplement shall be considered a part of the progress reports due pursuant to this Agreement.

Section IV - Contract and Subcontract Activity Report:

Contract and Subcontract Activity Report (First and Third Quarter Progress Report) - The Awardee shall report to PHCD the number of business activities involving minority vendors, including subcontractors performing work under this Agreement. The "Contract and Subcontract Activity Report" Section in Attachment C, and when applicable Section 3 in the same Attachment shall be completed semiannually by the Awardee and submitted to PHCD no later than 10 days after the first and third quarter.

Section V - Neighborhood Employment Opportunities:

Neighborhood Employment Opportunities Report (First and Third Quarter Progress Report) - The Awardee shall report to PHCD the number of target and service area residents who have received employment opportunities from federally financed and assisted projects and activities.

The Neighborhood Employment Opportunities Report shall be submitted using the Progress Report Form attached hereto as a Section in **Attachment C**, as it may be revised. This section of the form shall be completed semiannually by the Awardee and submitted to PHCD no later than 10 days after the first and third quarter.

The Awardee shall submit to the County, in a timely manner, any other information deemed necessary by the County to show Awardee has performed its obligations set forth in this Agreement and to show U.S. HUD that Awardee has met the national objective, and its presentation shall comply with the format specified at the time of the request. Failure to submit the Progress Reports or other information in a manner satisfactory to the County by the due date shall render the Awardee in noncompliance with this Agreement. The County may require the Awardee to forfeit its claim to payment requests or the County may invoke the termination provision in this Agreement by giving five (5) days written notice of such action to be taken.

b. Quarterly Reporting when Subcontractors are Utilized

Awardees are advised that when Subcontractors or Subconsultants are utilized to fulfill the terms and conditions of this Agreement, Miami-Dade County Resolution No. 1634-93 will apply to this Agreement. This resolution requires the Awardees to file quarterly reports as to the amount of Agreement monies received from the County and the amounts thereof that have been paid by the Awardee directly to Black, Hispanic and Women-Owned businesses performing part of the contract work.

Additionally, the listed businesses are required to sign the reports, verifying their participation in the contract work and their receipt of such monies. For purposes of applicability, the requirements of this resolution shall be in addition to any other reporting requirements required by law, ordinance or administrative order.

- c. **Unspecified Site(s) Objective** - If the Awardee has not yet identified a location to carry out any of the activities described in **Attachment A**, the Awardee shall submit, in triplicate, Progress Reports, using the form attached hereto as part of **Attachment C**, on a monthly basis until such time as the Awardee complies with the provisions contained within Section II, Paragraph F.4. of this Agreement. Copies of the above described Progress Report shall be received by PHCD no later than the tenth (10th) day of each month and shall address the progress undertaken by the Awardee during the previous month. This Progress Report shall not be required if the Awardee is submitting the Progress Reports required by Section II, Paragraph F.2.a and Paragraph F.3.

- 3. **Annual Report (Fourth Quarter Progress Report) and Final Report** -The Awardee shall submit a cumulative status report (hereinafter referred to as "Annual Report") using the "Progress Report" specified in Section II, Paragraph F.2.a. above, which shall describe the progress made by the Awardee in achieving each of the National Objectives identified in **Attachment A** during the previous year. The "Annual Report" must cover the CDBG fiscal year beginning on January 1 and ending on December 31 and shall be received by PHCD no later than 10 days after the year ends. The Final Progress Report submitted by Awardee shall include a summary of services and accomplishments Awardee performed and achieved throughout the term of this Agreement and shall be accompanied by sufficient documentation to show Awardee has met the CDBG National Objective. For Activities where the National Objective is job creation, the Final Progress Report shall include documentation sufficient to prove to U.S. HUD that Awardee met the National Objective. Awardee shall report all Program Income earned during the year and shall pay to the County all Program Income earned unless directed expressly, in writing, to otherwise by the County.

- 4. **Environmental Review** - The Awardee immediately upon locating or determining a site for each of the "Unspecified Site" activities to be carried out pursuant to this Agreement, shall submit information detailing the location of each site for which a Site Environmental Conditions Statement will be prepared. The Environmental Review is to be prepared on information contained in **Attachment D**, "Information for Environmental Review Form."

Notwithstanding any provision of this Agreement, the parties hereto agree and acknowledge that this Agreement does not constitute a commitment of funds or site approval, and that such commitment of funds or approval may occur only upon satisfactory completion of environmental review and receipt by the County of a release of funds from the U.S. Department of Housing and Urban Development under 24 CFR part 58. The parties further agree that the provision of any funds to the project is conditioned on the County's determination to proceed with, modify or cancel the project based on the results of a subsequent environmental review.

- 5. **Audit Report** - The Awardee shall submit to PHCD an annual audit report in triplicate as required by Section II, Paragraph L of this Agreement, as set forth below. The Awardee shall submit a written statement from its auditing firm to confirm that it has cleared any non-compliance issues stated in the audit, and a written statement from the Auditor that the audit complies with all applicable provisions of 24 CFR § 84.26, part 200, and 2 CFR part 200.

6. Personnel Policies and Administrative Procedures - The Awardee shall submit detailed documents describing the Awardee's internal corporate or organizational structure, property management and procurement policies and procedures, personnel management, accounting policies and procedures and policies and procedures governing the federally funded activity, etc. Such information shall be submitted to PHCD at contract execution.
7. Inventory Report - The Awardee shall report annually all nonexpendable personal and real property purchased with CDBG funds from this and previous agreements with the County as specified in Section II, Paragraph W of this Agreement.
8. Affirmative Action Plan - The Awardee shall report to PHCD information relative to the equality of employment opportunities whenever so requested by PHCD.
9. Disclosure of Related or Affiliated Parties - At the time of contract execution, or at any other time at the request of the County, Awardee shall disclose to the County all Related or Affiliated Parties. Related or Affiliated Parties shall mean persons, corporations, partnerships, or other business entities (a) which have a direct or indirect ownership interest in Awardee, (b) which have a parent or principal thereof which has a direct or indirect ownership interest in Awardee, (c) whose members appointed by Awardee, or (d) which the County deems in its sole discretion to be a Related or Affiliated Party of Awardee. The Awardee shall report this information to the County upon forming the relationship or, if already formed, shall report it immediately. Any supplemental information shall be reported quarterly in the required Progress Report. This provision shall be construed broadly to the benefit of the County. Non-compliance with these requirements will be considered a default, which may result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through PHCD for a period of three years.
10. Reporting on financial Status, Bankruptcy, Real Property, or Personal Property - Awardee shall notify the County in writing within ten (10) days of the occurrence of any of the following as to Awardee or any Related or Affiliated Parties:
 - a. Any anticipated or pending lis pendens, foreclosure action, arrearage, default, late payment regarding any property of Awardee or Related or Affiliated Parties, including properties not related to this Agreement. Awardee shall also provide the County with a copy of all court filings, notices of default, arrearage or late payment, or any other documents relevant to the disclosures required herein.
 - b. Any legal encumbrance on the Property not permitted in writing by the County.
 - c. Any default or arrearage on any loan, Note or other debt or obligation for which the Property is security.
 - d. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver.
 - e. Any action, activity, facts, or circumstances that would materially impair performance by Awardee of all the terms and conditions of this Agreement.

Failure to comply with these reporting requirements shall constitute a default and shall entitle the County to seek any and all remedies available at law, equity and pursuant to this Agreement.

11. Disclosure of Related or Affiliated General Contractor(s) or Subcontractor(s) - At the time of contract execution, or at any other time at the request of the County, Awardee shall disclose to the County all Related or Affiliated General Contractor(s) or Subcontractor(s). Related or Affiliated General Contractor(s) or Subcontractor(s) shall mean any person or entity hired by Awardee to perform any part of this Agreement and which shares an owner, shareholder, officer, partner, member, parent, or principal with Awardee. The Awardee shall report this information to the County at contract execution or upon forming the relationship, if after contract execution, any supplemental information shall be reported quarterly in the required Progress Report. This provision shall be construed broadly to the benefit of the County. Non-compliance with these requirements will be considered a default, which may

result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through PHCD for a period of three years.

12. Pursuant to the Miami-Dade Board of County Commissioners' Resolution No. R-34-15, the Awardee, its agents and/or representatives, shall provide written notice to the County related to the availability of rental opportunities, including, but not limited to, the number of available units, bedroom size, and rental prices of such rental units at the start of any leasing activity, and after issuance of certificate of occupancy. The Awardee, its agents and/or representatives shall also provide the County with the contact information for the Awardee, its agents and/or representatives.

G. Lobbying Prohibition

1. The Awardee shall certify that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement, the making of any federal grant, the making of any federal loan, the entering into of any cooperative Agreement, and the extension, continuation, renewal, amendment, or modification of any federal Agreement, grant, loan, or cooperative Agreement.
2. The Awardee shall disclose to PHCD if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative Agreement, on a Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The Awardee shall ensure that the language in this Section II, Paragraph G.1. and G.2 be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and Agreements under grants, loans, and cooperative Agreements) and to ensure that all subrecipients shall certify and disclose accordingly in connection with this activity.

H. Federal, State, and County Laws and Regulations

Rules, Regulations and Licensing Requirements

1. The Awardee shall comply with all laws, ordinances and regulations applicable to the services contemplated herein, especially those applicable to conflict of interest and collusion. Awardees are presumed to be familiar with all Federal, State and local laws, ordinances, codes, rules and regulations that may in any way affect the goods or services offered, especially Executive Order No. 11246 entitled "Equal Employment Opportunity" and as amended by Executive Order No. 11375, as supplemented by the Department of Labor Regulations (41 CFR, Part 60), the Americans with Disabilities Act of 1990 and implementing regulations, the Rehabilitation Act of 1973, as amended, chapter 553, Florida Statutes and any and all other local, State and Federal directives, ordinances, rules, orders, and laws relating to people with disabilities. The Awardee will also comply 2 CFR Part 200, and with the applicable procedures specified in PHCD's Policies and Procedures Manual provided at contract execution to the Awardee by the Portfolio Manager, which are incorporated herein by reference, receipt of which is hereby acknowledged, and as they may be revised.
2. The Awardee agrees to abide by Chapter II-A, Code of Miami-Dade County ("County Code"), as amended, applicable to non-discrimination in employment, housing and public accommodation on the basis of race, color, religion, ancestry, national origin, sex, pregnancy, age, disability, marital status, familial status, gender identity, gender expression,

sexual orientation, actual or perceived status as a victim of domestic violence, dating violence or stalking, or source of income, as amended; and applicable to non-discrimination in employment, housing and public accommodation; and 24 CFR part 570.607.

3. Awardee shall comply with, and cause all subcontracts to require compliance with, the Florida Statutes, the Miami-Dade County Code of Ordinances, and all applicable building codes, including the Miami-Dade County Building Code and any applicable municipal building code. Failure of Awardee or any subcontractor of Awardee to so comply with these requirements, which includes but is not limited to engaging in construction or repairs without proper building permits or unlicensed professionals engaging in work which requires a license, shall cause this Agreement to be voidable by the County at the County's absolute and sole discretion. In the event the County voids this Agreement for failure to comply with the requirements of this section, Awardee shall forfeit any right to payment pursuant to this Agreement, regardless of when Awardee's or the subcontractor's noncompliance becomes known to the County.
4. The Awardee shall comply with section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap and requires a minimum number of units to be accessible to persons with disabilities; Title VI of the Civil Rights Act of 1964, as amended, which prohibits discrimination on the basis of race, color, or national origin; the Age Discrimination Act of 1975, as amended, which prohibits discrimination on the basis of age; Title VIII of the Civil Rights Act of 1968, as amended, and Executive Order 11063 which prohibits discrimination in housing on the basis of race, color, religion, sex, or national origin; Executive Order 11246, as amended which requires equal employment opportunity; and with the Energy Policy, amended and Conservation Act (Pub.L. 94-163) which requires mandatory standards and policies relating to energy efficiency. The Awardee also agrees to comply with the Domestic Violence Leave codified as sections 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Awardee.
5. If the amount payable to the Awardee pursuant to the terms of this Agreement is in excess of \$100,000, the Awardee shall comply with all applicable standards, orders, or regulations, issued pursuant to section 306 of the Clean Air Act of 1970 (42 U.S.C.A. Ch. 85) as amended; the Federal Water Pollution Control Act (33 U.S.C. § 1251), as amended; section 508 of the Clean Water Act (33 U.S.C. § 1368); Environmental Protection Agency regulations; and Executive Order 11738.
6. Assurance of Compliance with Section 504 of the Rehabilitation Act - The Awardee shall report its compliance with Section 504 of the Rehabilitation Act whenever so requested by PHCD within the term of this Agreement or the Affordability Period.
7. Americans with Disabilities Act (ADA) of 1990 - The Awardee shall attest to; and submit the required Disability Non-discrimination Affidavit assuring compliance with all applicable requirements of the laws listed below including but not limited to, those provisions pertaining to employment, provisions and program services, transportation, communications, access to facilities, renovations, and new construction.
8. Affirmative Action/Non-Discrimination of Employment, Promotion, and Procurement Practices (Ordinance #98-30) - All firms with annual gross revenues in excess of \$5 million, seeking to contract with Miami-Dade County shall, as a condition of award, have a written Affirmative Action Plan and Procurement Policy on file with the Regulatory and Economic Resources Department. Said firms must also submit, as a part of their proposals/bids to be filed with the Clerk of the Board, an appropriately completed and signed Affirmative Action Plan/Procurement Policy Affidavit. Firms whose Boards of Directors are representative of the population make-up of the nation are exempt from this requirement and must submit, in writing, a detailed listing of their Boards of Directors, showing the race or ethnicity of each board member, to the County's Regulatory and Economic Resources Department. Firms claiming exemption must submit, as a part of their proposals/bids to be filed with the Clerk

of the Board, an appropriately completed and signed Exemption Affidavit in accordance with Ordinance 98-30. These submittals shall be subject to periodic reviews to assure that the entities do not discriminate in their employment and procurement practices against minorities and women-owned businesses.

It will be the responsibility of each firm to provide verification of their gross annual revenues to determine the requirement for compliance with the Ordinance. Those firms that do not exceed \$5 million annual gross revenues must clearly state so in their bid/proposal.

Any bidder/respondent which does not provide an affirmative action plan and procurement policy may not be recommended by the County Mayor for award by the Miami-Dade Board of County Commissioners.

9. Domestic Violence Leave Affidavit - Prior to entering into any contract with the County, a firm desiring to do business with the County shall, as a condition of award, certify that it is in compliance with the Domestic Leave Ordinance, 99-5 and section 11A-60 of the Miami-Dade County Code. This Ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami Dade County for each working day during each of twenty (20) or more calendar work weeks in the current or preceding calendar year. In accordance with Resolution R-185-00, the obligation to provide domestic violence leave to employees shall be a contractual obligation. The County shall not enter into a contract with any firm that has not certified its compliance with the Domestic Leave Ordinance. Failure to comply with the requirements of Resolution R-185-00, as well as the Domestic Leave Ordinance may result in the contract being declared void, the contract being terminated and/or the firm being debarred.
10. Code of Business Ethics - In accordance with section 2-8.1(1) of the Code of Miami-Dade County each person or entity that seeks to do business with Miami-Dade County shall adopt a Code of Business Ethics ("Code") and shall submit an affidavit stating that the Awardee has adopted a Code that complies with the requirements of section 2-8.1(i) of the Miami-Dade County Code (Form A-12). section 2-11.1(d) of Miami-Dade County Code as amended by Ordinance 00-1, also requires any county employee or any member of the employee's immediate family who has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County from competing or applying for any such contract as it pertains to this solicitation, must first request a conflict of interest opinion from the County's Ethic Commission prior to their or their immediate family member's entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the employee or any member of the employee's immediate family has a controlling financial interest, direct or indirect, with Miami-Dade County or any person or agency acting for Miami-Dade County and that any such contract, agreement or business engagement entered in violation of this subsection, as amended, shall render this Agreement voidable. For additional information, please contact the Ethics Commission hotline at (305) 579-9093.
11. Public Entity Crimes - Pursuant to Paragraph 2(a) of section 287.133, Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal for a contract to provide any goods or services to a public entity; may not submit a proposal on a contract with a public entity for the construction or repair of a public building or public work; may not submit proposals on leases of real property to a public entity; may not be awarded or perform work as a Awardee, supplier, subcontractor, or consultant under a contract with any public entity; and, may not transact business with any public entity in excess of the threshold amount provided in section 287.017 for Category TWO (\$10,000) for a period of thirty-six (36) months from the date of being placed on the convicted vendor list. The Awardee warrants and represents that it has not been placed on the convicted vendor list. The Awardee agrees that should Miami-Dade County discover that the Awardee's representations regarding the list are false, this Agreement shall be terminated on the discretion of Miami-Dade County. Further, should the Awardee be placed on the list at any time during this Agreement Miami-Dade County shall have the right to terminate this agreement

12. Criminal Conviction - Pursuant to Miami-Dade County Ordinance No. 94-34, "Any individual who has been convicted of a felony during the past ten years and any corporation, partnership, joint venture or other legal entity having an officer, director, or executive who has been convicted of a felony during the past ten years shall disclose this information prior to entering into a contract with or receiving funding from the County." Failure of the Awardee to disclose this information as required may lead to the termination of this agreement by Miami-Dade County.

If Awardee, or any owner, subsidiary, or other firm affiliated with or related to the Awardee, is found by the responsible enforcement agency, the Courts or the County to be in violation of the Acts, the County will conduct no further business with Awardee. Any contract entered into based upon a false affidavit, as listed below, and submitted pursuant to this resolution shall be voidable by the County:

- (a) Miami-Dade County Vendor Affidavit Form
- (b) Criminal Record Affidavit
- (c) Public Entity Crime Affidavit
- (d) Related-Party Disclosure Information
- (e) Miami-Dade County Affidavit Regarding Delinquent and Currently Due Fees or Taxes
- (f) Affirmative Action Affidavits
- (g) Current on all County Contracts, Loans, and Other Obligations Affidavit
- (h) Financial and Conflicts of Interest Affidavit
- (i) Collusion Affidavit

If any attesting firm violates any of the Acts below during the term of any contract such firm has with the County, such contract shall be voidable by the County, even if the attesting firm was not in violation at the time it submitted its affidavit.

The applicable Acts are as follows:

- i. The Americans with Disabilities Act of 1990 (ADA), Pub. L. 101-336, 104 Stat 327, 42 U.S.C. §§ 12101-12213 and 47 U.S.C. §§ 225 and 611 including Title I, Employment; Title II, Public Services; Title III, Public Accommodations and Services Operated by Private Entities; Title IV, Telecommunications; and Title V, Miscellaneous Provisions.
- ii. The Rehabilitation Act of 1973, 29 U.S.C. § 794;
- iii. The Federal Transit Act, as amended 49 U.S.C. § 1612;
- iv. The Fair Housing Act as amended, 42 U.S.C. § 3601-3631.

In addition to the requirements in the Agreement, the Awardee agrees to comply with all the provisions of 24 CFR part 570.502, 24 CFR part 570.503, and 24 CFR part 570, subpart K (24 CFR part 570.600 – 570.614), including the following:

Public Law 88-352 and Public Law 90-284; affirmatively furthering fair housing; Executive Order 11063.

section 109 of the Housing and Community Development Act (24 CFR part 6)

Labor standards (24 CFR part 570.603; 29 CFR part 5).

Environmental standards.

National Flood Insurance Program.

Uniformed Relocation Act.

Employment and contracting opportunities.

Lead-based paint regulations.

Eligibility of contractors or sub recipients.

Uniform administrative requirements and cost principles.

Conflict of interest.

Executive Order 12372.

Eligibility of certain resident aliens.

Architectural Barriers Act and the Americans with Disabilities Act.

13. **CDBG-Related Requirements**

- (a) **National Objective** - Awardee must perform the Activities described herein in a manner in which Awardee meets the national objective of benefit to low-and-moderate-income persons. Awardee shall ensure and maintain documentation, acceptable to the County in its sole and absolute discretion, that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity which provides benefit to low- and moderate-income persons, as defined in the CDBG Regulations.
- (b) The Awardee shall comply with all applicable provisions of 24 CFR part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein. If the Awardee is a primarily religious entity, it shall comply with all provisions of 24 CFR part 570.200 (j).
- (c) The Awardee agrees to comply with (a) the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended (URA), and implementing regulations at 49 CFR part 24 and 24 CFR part 570.606(b); (b) the requirements of 24 CFR part 570.606(c) governing the Residential Antidisplacement and Relocation Assistance plan under section 104(d) of the HCD Act; and (c) the requirements in 570.606(d) governing optional relocation policies. (The County may preempt the optional policies). The Awardee shall provide relocation assistance to persons (families, individuals, businesses, non-profit organizations and farms) that are displaced as a direct result of acquisition, rehabilitation, demolition or conversion for a CDBG assisted project. The Awardee also agrees to comply with applicable County ordinances, resolutions and policies concerning the displacement of persons from their residences.
- (d) For each activity or portion of activity described in **Attachment A** hereto for which a location has not yet been identified, the Awardee shall obtain, immediately after a site is identified by the Awardee, PHCD's written environmental clearance statement and shall agree in writing to comply with any and all requirements as may be set forth in the Site Environmental Clearance Statement.
- (e) The Awardee shall cooperate with PHCD in informing the appropriate CDBG citizen participation structures, including the appropriate area committees, of the activities of the Awardee in adhering to the provisions of this Agreement. Representatives of the Awardee shall attend meetings of the appropriate committees and citizen participation structures, upon the request of the citizen participation officers, PHCD, or the County.
- (f) The Awardee shall make a good faith effort to address the concerns of the residents of the affected area. The Awardee shall cooperate with PHCD in informing the appropriate CDBG citizen participation structures, including the appropriate area committees, of the activities of the Awardee in adhering to the provisions of this Agreement. Representatives of the Awardee shall attend meetings of the appropriate committees and citizen participation structures, upon the request of the citizen participation officers, PHCD, or the County.
- (g) For activities involving acquisition, rehabilitation and/or demolition of property and which require the relocation of families, individuals, businesses and/or industries, the Awardee shall submit a written notification to the Community Planning and Outreach Division of PHCD prior to relocating, evacuating, and/or dispersing any and all legal occupants who reside at this property on the basis of a long or short term lease. When the legality of an occupant (individual, family, business, and/or industry) is in question, the Awardee shall contact the above mentioned unit prior to making a determination. Awardees receiving CDBG funds shall adhere to 24 CFR part 50 and/or part 58 and to the rules and regulations of the Uniform Relocation Assistance and Real Property Acquisition Act of 1970, as amended. The Awardee shall adopt Affirmative Marketing Procedures and requirements for CDBG assisted projects. These procedures must consist of actions to provide information and attract eligible persons from all racial, ethnic and gender groups to the available services. The Awardee shall annually assess

its affirmative marketing program to determine if the procedures used to comply with the requirements specified in Public Law 88-352 and Public Law 90-284 successfully meet these requirements. The Awardee shall submit to PHCD its Affirmative Marketing Plan no later than 60 days from the date this Agreement is executed.

- (h) For Housing, Rehabilitation, and Construction activities all conditions in this section will apply throughout the regulatory period identified in the national objective. Throughout that period, the Awardee will be required to submit an annual report regarding their compliance with the national objective, and PHCD will have the right to monitor the activity.
- (i) In the event the CDBG funds subject to this Agreement are to be used for the acquisition or improvement of real property, the Awardee shall also be required to give the County a mortgage or other security instrument to be determined at the absolute and sole discretion of the County Mayor or Mayor's designee in order to secure the loan described in this Agreement.
- (j) The Awardee shall comply with all applicable uniform administrative requirements as described in 24 CFR part 570.502.
- (k) For Special Economic Development projects, Awardee is responsible for understanding 24 CFR part 570.209, which describes HUD's underwriting and project analysis requirements. These requirements include, but are not limited to, the analysis of Awardee's financing gap or rate of return gap, project feasibility, and the reasonableness of costs and Awardee's or owner's equity return. Awardee agrees to defer to the County's analysis of the Activity as conducted in compliance with the CDBG Regulations, including but not limited to 24 CFR part 570.209, including Appendix A, as well as OMB guidance on using federal funds. Awardee understands that in the event that the Activity fails the analysis conducted pursuant to 24 CFR part 570.209, Awardee shall have the opportunity to renegotiate this Agreement by modifying the Activity to improve the Activity to the County's satisfaction or to terminate this Agreement with each party paying their own costs, fees and damages (as applicable).
- (l) If Awardee is a municipality, the Awardee acknowledges that the County will perform an underwriting and project analysis to determine the financing gap or rate of return gap, project feasibility, and the reasonableness of costs and Awardee's or owner's equity return. Awardee agrees to defer to the County's analysis. Awardee shall have the opportunity to renegotiate this Agreement by modifying the Activity to improve the Activity to the County's satisfaction or to terminate this Agreement with each party paying its own costs and fees (as applicable).
- (m) For all infrastructure projects involving construction, the Awardee shall comply with the Build America Buy America Act (BABA) enacted as part of the infrastructure investment and Jobs Act, which establishes a domestic content procurement preference for all federal financial assistance obligated for infrastructure projects.

I. Conflicts with Applicable Laws

If any provision of this Agreement conflicts with any applicable law or regulation including but not limited to, 24 CFR part 570, only the conflicting provision shall be deemed by the parties hereto to be modified to be consistent with the law or regulation or to be deleted if modification is impossible. However, the obligations under this Agreement, as modified, shall continue and all other provisions of this Agreement shall remain in full force and effect. The County's determination on whether a provision conflicts shall be final and binding.

J. Board of Directors

If the Awardee is a Community Development Corporation (CDC), PHCD shall have the option to appoint a representative to the Awardee's board of directors. This representative shall not be considered in the counting of a quorum and shall have no voting privileges.

K. Construction

If the Awardee engages in, procures, or makes loans for construction work, the Awardee shall:

1. Contact the PHCD representative noted in Section IV, Paragraph M of this Agreement, prior to taking any action, to schedule a meeting to receive compliance information.
2. Comply with the Awardee's procurement and pre-award requirements and procedures which, at a minimum, shall adhere to all applicable federal standards as outlined in 2 CFR part 200.
3. Comply with the Davis-Bacon Act; Copeland Anti-Kick Back Act (18 U.S.C. §§ 874 et seq.); Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327 et seq.); and Lead-Based Paint Poisoning Prevention Act as amended on September 15, 1999; and other related acts, as applicable.
4. Ensure that its contractors and subcontractors are classifying workers properly for Davis-Bacon and Internal Revenue Code purposes and that they maintain proper documentation to support worker classification. In reviewing certified payrolls, the County will be alert to anomalies, and in such cases will consult with federal agencies such as the Internal Revenue Service, the Department of Labor and the Department of Housing and Urban Development.
5. Ensure that all contractors and subcontractors submit all certified payrolls as required by the Davis Bacon Act to PHCD through Elations software or any other method as required by PHCD.
6. Submit to PHCD for written approval all proposed Solicitation Notices, Invitations for Bids, and Requests for Proposals prior to publication.
7. Submit to PHCD all construction plans and specifications and receive PHCD's approval prior to implementation.

Contact the PHCD representative noted in Section IV, Paragraph M, prior to scheduling a pre-construction conference. In accordance with industry standards, PHCD will hold ten percent (10%) of the total grant award as a retainer until the construction work is determined by PHCD, in its sole discretion, to be fifty percent (50%) completed. At the time that the construction work is determined by PHCD to be fifty percent complete, the retainer will be reduced to 5% until the work is completed. Completion shall occur when a Certificate of Occupancy is issued.

8. The County shall have the right to insert itself as construction manager and assign Professional Staff and Technical Assistance from the Public Housing and Community Development to assist the project if the County's staff determines that the Awardee has been unable to consistently achieve the work and units described within the time frames of the action step format of this agreement. Such involvement may result in a reduction of a maximum of 5% of the Agreement's award to cover the cost of the technical assistance. The Awardee shall cooperate and comply with all requests made by such staff.
9. Execute and record, at the County's request, any of the following documents in order to ensure the Property is used as defined and described in Attachment A of this Agreement:
 - a. Promissory Note
 - b. Mortgage
 - c. Loan Agreement
 - d. Restrictive Covenant

- e. Rental Regulatory Agreement
- f. Collateral Assignment of leases, rents and Contract Rights
- g. UCC-1 Rider
- h. Title Insurance Policy

10. The Awardee will be required to comply with the Maximum Development Cost per Unit. The "Maximum Development Cost per Unit" means the Total Development Cost, as defined herein, looking at all funding sources and not just County funds, divided by the total number of units. For the purposes of determining the Maximum Development Cost per Unit on construction or rehabilitation projects, the "Total Development Cost" shall mean the total cost of completing the entire project, from acquisition to the issuance of Certificate of Occupancy, including, but not limited to, the costs for design, planning, zoning, variances, financing costs, legal costs, construction, and permitting. For construction and rehabilitation projects, the cost of land acquisition shall be deducted from the Total Development Cost. In addition, construction costs associated with non-housing features included in a project or those not deemed by PHCD to be amenities expected of, typically provided with or appurtenant to affordable housing units, may be deducted from the Total Development Cost by the Mayor or Mayor's designee.

The Maximum Total Development Cost will be limited to cost to develop, whether new construction or substantial rehabilitation, as approved in the Affordable Housing Guidelines (as may be updated from time to time via a Request for Application), an approved Credit Underwriting Report, or other such approvals.

11. Awardee shall comply or provide the County with bonds sufficient for the County to comply with Florida section 255.05, Florida Statutes.
12. Art in Public Places: Development/construction projects on County land are subject to the Art in Public Places ("AIPP") provisions in section 2.11.15 of the Miami-Dade County Code, Administrative Order 3-11, and the Dade County Guide to AIPP. This includes all improvements that are built on County land under long-term leases or other long-term agreements, even if privately financed and privately owned during the term of the lease. The Awardee shall transmit 1.5% of all construction costs (as defined by the AIPP Program) to the Miami-Dade County Department of Cultural Affairs for the implementation of the AIPP program and the contract(s) with the artist(s) for the improvements to the Project shall be between the artist(s) and the AIPP Trust, and the contractor, as applicable, in accordance with the AIPP Program. The County will work collaboratively with the Awardee on the implementation of the AIPP program pursuant to the requirements of said program. This sum shall be included in the Awardee's Projected Hard Costs.
13. By entering into this Contract, the Awardee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Awardee 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 Contractor; (b) it has required all Subcontractors to this Contract 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 this Contract 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.
14. If County has a good faith belief that Awardee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Awardee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Awardee shall be liable for any additional costs incurred by the County because of such termination.
15. In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, registered Awardee has

otherwise complied with its requirements under those statutes, then Awardee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

16. Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Awardee, 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.
17. By entering into, amending, or renewing this Contract, including, without limitation, a grant agreement or economic incentive program payment agreement (all referred to as the "Contract"), as applicable, the Developer is obligated to comply with the provisions of Section 787.06, Florida Statutes ("F.S."), "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Contract. All definitions and requirements from Section 787.06, F.S., apply to this Contract.

This compliance includes the Developer providing an affidavit that it does not use coercion for labor or services. This attestation by the Developer shall be in the form attached as the Human Trafficking Affidavit (the "Affidavit"), which is attached hereto as **Attachment K** and must be executed by the Contractor and provided to the County when entering, amending, or renewing this Contract.

This Contract shall be void if the Contractor submits a false Affidavit pursuant to Section 787.06, F.S., or the Developer violates Section 787.06, F.S., during the term of this Contract, even if the Developer was not in violation at the time it submitted its Affidavit.

18. By entering into this Contract, the Developer affirms that it is not in violation of Section 287.138, Florida Statutes, titled Contracting with Entities of Foreign Countries of Concern Prohibited. The Developer further affirms 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 Developer 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 Developer; or c) the Developer 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 Developer shall be in the form attached to this Agreement as Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit, which is attached hereto as **Attachment L** and incorporated herein by reference. For purpose 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.

L. Audits and Records

1. **Nonprofit organizations** that expend \$750,000 or more annually in federal awards shall have a single or program specific audit conducted in accordance with 2 CFR Part 200, Subpart F-Audit requirements except when they elect to have a program-specific audit. Nonprofit organizations expending federal awards of \$750,000 or more under only one federal program may elect to have a program-specific audit performed, in accordance with 2 CFR Part 200 Subpart F. Awardees who will be receiving, or who have received, federal awards for loans or loan guaranteed programs may be required to conduct audits of those programs in accordance with regulations of the federal agencies providing those guarantees or loans.
2. **Nonprofit and for profit entities** that expend less than \$750,000 annually in federal awards shall be exempt from an audit conducted in accordance with 2 CFR Part 200, Subpart F, although their records must be available for review (e.g., inspections, evaluations). Such agencies that receive less than \$750,000 in federal funds, but more than

\$25,000, in combined Federal awards must submit to the County annual compilation reports that describe their performance. To achieve uniformity regarding the reporting format, such documents must comply with the accounting industry standards by communicating an independent accountant's (1) expression of limited assurance on FINANCIAL STATEMENTS as a result of performing inquiry and analytic procedures (Review Report); (2) results of procedures performed (Agreed-Upon Procedures Report); (3) non-expression of opinion or any form of assurance on a presentation in the form of financial statements information that is the representation of management (Compilation Report); or (4) an opinion on an assertion made by management in accordance with the Statements on Standards for Attestation Engagements (Attestation Report). For nonprofit entities receiving less than \$25,000 in federal funds, the agency must submit their annual IRS Form 990.

3. When the requirements of 2 CFR Part 200 Subpart F apply, an audit shall be conducted for each fiscal year for which federal awards attributable to this Agreement have been received by the Awardee. Each audit shall include a fiscal review, which includes a validation of all program generated income and its disposition, especially attributable to CDBG funds, an internal control review, and a compliance review as described in 2 CFR Part 200. A copy of the audit report in triplicate must be received by PHCD no later than six months following the end of the Awardee's fiscal year.
4. If an audit is required by Paragraph L of this Agreement, but the requirements of 2 CFR Part 200 Subpart F do not apply the Awardee may choose to have an audit performed either on the basis of the Awardee's fiscal year or on the basis of the period during which PHCD-federal assistance has been received. In either case, each audit shall cover a time period of not more than twelve (12) months and an audit shall be submitted covering each assisted period until all the assistance received from this Agreement has been reported on. Each audit shall adhere to all other audit standards of 2 CFR Part 200, as these may be limited to cover only those services undertaken pursuant to the terms of this Agreement. A copy of the audit report in triplicate must be received by PHCD no later than six months following each audit period.
5. The Awardee shall maintain all Contract Records in accordance with generally accepted accounting principles, procedures, and practices which shall sufficiently and properly reflect all revenues and expenditures of funds provided directly or indirectly by the County pursuant to the terms of this Agreement.
6. The Awardee shall maintain all Contract Records that document all actions undertaken to accomplish the "Scope of Services" outlined in Attachment A in this Agreement and in accordance with 24 CFR part 570.506; 570.503.
7. The Awardee shall ensure that the Contract Records shall be at all times subject to and available for full access and review, inspection, or audit by County and federal personnel and any other personnel duly authorized by the County.
8. The Awardee shall include in all PHCD approved subcontracts used to engage subcontractors to carry out any eligible substantive programmatic services, as such services are described in this Agreement and defined by PHCD, each of the record-keeping and audit requirements detailed in this Agreement. PHCD shall, in its sole discretion, determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above.
9. The County reserves the right to require the Awardee to submit to an audit by Audit and Management Services or other auditor of the County's choosing at the Awardee's expense. The Awardee shall provide access to all of its records, which relate directly or indirectly to this Agreement at its place of business during regular business hours. The Awardee shall retain all records pertaining to this Agreement and upon request make them available to the County for four years following expiration of the Agreement. The Awardee agrees to provide such assistance as may be necessary to facilitate the review or audit by the County to ensure compliance with applicable accounting and financial standards.

10. The Awardee shall ensure that its auditors share their audit results with and must submit the audit report to PHCD within six months after the conclusion of the audit period.
11. Pursuant to County Ordinance No. 03-2, the Awardee will grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds. The Awardee agrees to maintain an accounting system that provides accounting records that are supported with adequate documentation, and adequate procedures for determining the allow ability and allocability of costs.

M. Protected Records and Documents

Any person or entity that performs or assists Miami-Dade County with a function or activity involving the use or disclosure of "Individually Identifiable Health Information (IIHI) and/or Protected Health Information (PHI) shall comply with the Health Insurance Portability and Accountability Act (HIPAA) of 1996 and the Miami-Dade County Privacy Standards Administrative Order. HIPAA mandates privacy, security and electronic transfer standards including but not limited to:

1. Use of information only for performing services required by the Agreement or as required by law;
2. Use of appropriate safeguards to prevent non-permitted disclosures;
3. Reporting to Miami-Dade County of any non-permitted use or disclosure;
4. Assurances that any agents and subcontractors agree to the same restrictions and conditions that apply to the Contractor and reasonable assurances that IIHI/PHI will be held confidential;
5. Making Protected Health Information (PHI) available to the customer;
6. Making PHI available to the customer for review and amendment, and incorporating any amendments requested by the customer;
7. Making PHI available to Miami-Dade County for an accounting of disclosures; and
8. Making internal practices, books and records related to PHI available to Miami-Dade County for compliance audits.

PHI shall maintain its protected status regardless of the form and method of transmission (paper records, and/or electronic transfer of data). The Contractor must give its customers written notice of its privacy information practices including specifically, a description of the types of uses and disclosures that would be made with protected health information.

N. Retention of Records

1. The Awardee shall retain all Contract Records for a period of at least seven (7) years following the final Close-Out of the Activity/Project (hereinafter referred to as "Retention Period") subject to the limitations set forth below. The final Close-Out of the Activity/Project is the date when PHCD provides written notification of such. Under no circumstances shall Awardee dispose of any Contract Records prior to Awardee providing the County sufficient documentation to show that the HOME Regulations were fully complied with in Awardee's performance of its obligations under this Agreement and has received confirmation from PHCD that the Activity/Project has been finally Closed-Out in the U.S. HUD IDIS system. Upon Awardee's request in writing for confirmation of said final Close-Out, PHCD shall provide Awardee in writing either confirmation of final Close-Out or a list of documentation required in order to proceed toward final Close-Out.
2. If the County or the Awardee have received or given notice of any kind indicating any threatened or pending litigation, claim or audit arising out of the services provided pursuant to the terms of this Agreement, the Retention Period shall be extended until such time as the threatened or pending litigation, claim or audit is, in the sole and absolute discretion of PHCD, fully, completely and finally resolved.

3. The Awardee shall allow the County, federal personnel, or any person authorized by the County full access to and the right to examine any of the Agreement records during the required Retention Period.
4. The Awardee shall notify PHCD in writing, both during the pendency of this Agreement and after its expiration as part of the final closeout procedure, of the address where all Agreement records will be retained.
5. The Awardee shall obtain written approval of PHCD prior to disposing of any Agreement records within one year after expiration of the Retention Period.

O. Provision of Records and Proprietary Rights and Information

1. The Awardee shall provide to PHCD, upon request, all Agreement records. These records shall become the property of PHCD without restriction, reservation, or limitation of their use. PHCD shall have unlimited rights to all books, articles, or other copyrightable materials developed for the purpose of this Agreement. These unlimited rights shall include the rights to royalty-fees; nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, the information for public purposes.
2. If the Awardee receives funds from, or is under regulatory control of, other governmental agencies, and those agencies issue monitoring reports, regulatory examinations, or other similar reports, the Awardee shall provide a copy of each report and any follow-up communications and reports to PHCD immediately upon such issuance unless such disclosure is a violation of the rules or policies of the regulatory agencies issuing the reports.
3. Proprietary Information

As a political subdivision of the State of Florida, Miami-Dade County is subject to the stipulations of Florida's Public Records Law.

The Awardee acknowledges that all computer software in the County's possession may constitute or contain information or materials which the County has agreed to protect as proprietary information from disclosure or unauthorized use and may also constitute or contain information or materials which the County has developed at its own expense, the disclosure of which could harm the County's proprietary interest therein.

During the term of the Agreement, the Awardee will not use directly or indirectly for itself or for others, or publish or disclose to any third party, or remove from the County's property, any computer programs, data compilations, or other software which the County has developed, has used or is using, is holding for use, or which are otherwise in the possession of the County (hereinafter "Computer Software"). All third-party license agreements must also be honored by the Awardees and their employees, except as authorized by the County and, if the Computer Software has been leased or purchased by the County, all hired party license agreements must also be honored by the Awardees' employees with the approval of the lessor or Awardees thereof. This includes mainframe, minis, telecommunications, personal computers and any and all information technology software.

The Awardee will report to the County any information discovered or which is disclosed to the Awardee which may relate to the improper use, publication, disclosure or removal from the County's property of any information technology software and hardware and will take such steps as are within the Awardee's authority to prevent improper use, disclosure or removal.

4. Proprietary Rights

- a) The Awardee hereby acknowledges and agrees that the County retains all rights, title and interests in and to all materials, data, documentation and copies thereof furnished by the County to the Awardee hereunder or furnished by the Awardee to the County and/or created by the Awardee for delivery to the County, even if unfinished or in process, as a result of the Services the Awardee performs in connection with this

Agreement, including all copyright and other proprietary rights therein, which the Awardee as well as its employees, agents, subcontractors and suppliers may use only in connection of the performance of Services under this Agreement. The Awardee shall not, without the prior written consent of the County, use such documentation on any other project in which the Awardee or its employees, agents, subcontractors or suppliers are or may become engaged. Submission or distribution by the Awardee to meet official regulatory requirements or for other purposes in connection with the performance of Services under this Agreement shall not be construed as publication in derogation of the County's copyrights or other proprietary rights.

- b) All rights, title and interest in and to certain inventions, ideas, designs and methods, specifications and other documentation related thereto developed by the Awardee and its subcontractors specifically for the County, hereinafter referred to as "Developed Works" shall become the property of the County.
- c) Accordingly, neither the Awardee nor its employees, agents, subcontractors or suppliers shall have any proprietary interest in such Developed Works. The Developed Works may not be utilized, reproduced or distributed by or on behalf of the Awardee, or any employee, agent, subcontractor or supplier thereof, without the prior written consent of the County, except as required for the Awardee's performance hereunder.
- d) Except as otherwise provided in subsections a, b, and c above, or elsewhere herein, the Awardee and its subcontractors and suppliers hereunder shall retain all proprietary rights in and to all Licensed Software provided hereunder, that have not been customized to satisfy the performance criteria set forth in the Scope of Services. Notwithstanding the foregoing, the Awardee hereby grants, and shall require that its subcontractors and suppliers grant, if the County so desires, a perpetual, irrevocable and unrestricted right and license to use, duplicate, disclose and/or permit any other person(s) or entity(ies) to use all such Licensed Software and the associated specifications, technical data and other Documentation for the operations of the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. Such license specifically includes, but is not limited to, the right of the County to use and/or disclose, in whole or in part, the technical documentation and Licensed Software, including source code provided hereunder, to any person or entity outside the County for such person's or entity's use in furnishing any and/or all of the Deliverables provided hereunder exclusively for the County or entities controlling, controlled by, under common control with, or affiliated with the County, or organizations which may hereafter be formed by or become affiliated with the County. No such License Software, specifications, data, documentation or related information shall be deemed to have been given in confidence and any statement or legend to the contrary shall be void and of no effect.

5. Public Records Law

- a. Awardee acknowledges that the County is subject to chapter 119, Florida Statutes, known as the "Public Records Law". As such, items considered to be public records under the Public Records Law related to this Agreement shall be disclosed by the County upon a public records request in accordance with law.
- b. **IF THE AWARDEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE AWARDEE'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE PHCD CUSTODIAN OF PUBLIC RECORDS AT 786-469-4126, Lizette.Capote@miamidadegov, 701 NW 1st Court, 16th Floor, Miami, FL 33136.**
- c. Many agencies contracting for CDBG funds are not considered "contractors" as defined in section 119.0701, Florida Statutes. However, where Awardee is a "contractor," as defined in section 119.0701, Florida Statutes, meaning that Awardee has entered into a contract for

services with the County and is acting on behalf of the County as provided under section 119.011(2), Florida Statutes, the following shall apply:

- d. Contractor shall comply with the Florida public records law, specifically to:
 - i. Keep and maintain public records required by the County to perform the service.
 - ii. Upon request from the County's custodian of public records, provide the County with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in this chapter 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 the contract term and following completion of the contract if the contractor does not transfer the records to the County.
 - iv. Upon completion of the Agreement, transfer, at no cost, to the County all public records in possession of the contractor or keep and maintain public records required by the County to perform the service. If the contractor transfers all public records to the County upon completion of the Agreement, the contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the contractor keeps and maintains public records upon completion of the Agreement, the contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.
- e. A request to inspect or copy public records relating to this Agreement for services must be made directly to the County. If the County does not possess the requested records, the County shall immediately notify the contractor of the request, and the contractor must provide the records to the County or allow the records to be inspected or copied within a reasonable time.
 - i. If a contractor does not comply with the County's request for records, the County shall enforce these requirements in accordance with the Agreement.
 - ii. A contractor who fails to provide the public records to the County within a reasonable time may be subject to penalties under section 119.10 Florida Statutes.
- f. The contractor shall be liable in any civil action brought due to contractor's violation of Florida's public records laws, and shall indemnify the County as described in this Agreement.

P. Audits and Inspectors General

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigate activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Awardee or third parties. The provisions in this section shall apply to the Awardee, its officers, agents, employees, subcontractors, suppliers and Related or Affiliated Parties. The Awardee shall incorporate the provisions in this section in all subcontracts and all other Agreements executed by the Awardee in connection with the performance of the Agreement.

Miami-Dade County Inspectors General Review

According to section 2-1076 of the Code of Miami-Dade County, as amended, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all County contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit of any Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total proposed amount. The audit cost will be deducted by the County from progress payments to the selected Awardee. 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.

Awardee consents to the powers of the Inspector General. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County 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 compliance with plans, specifications and applicable law.

Upon ten (10) days prior written notice to the Awardee from the Inspector General or IPSIG retained by the Inspector General, the Awardee 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 Awardee's possession, custody or control which, in the Inspector General or IPSIG's sole judgment, pertain to performance of the Agreement, including, but not limited to original estimate files, worksheets, proposals and Agreements from and with successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and Agreement 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.

Independent Private Sector Inspector General Reviews

Pursuant to Miami-Dade County Administrative Order 3-20, the Awardee is aware that the County has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the County deems it appropriate to do so. Upon written notice from the County, the Awardee shall make available to the IPSIG retained by the County, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The County shall be responsible for the payment of these IPSIG services, and under no circumstance shall the Awardee's prices and any charges thereto approved by the County, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the Awardee, its officers, agents, employees, subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the County to conduct an audit or investigate the operations, activities and performance of the Awardee in connection with this Agreement. The terms of this Article shall not impose any liability on the County by the Awardee or any third party.

Commission Auditor Access to Records

Pursuant to Ordinance No. 03-2, Awardee shall grant access to the Commission Auditor to all financial and performance related records, property, and equipment purchased in whole or in part with government funds, including funds awarded to Awardee pursuant to this Agreement.

Q: Prior Approval

The Awardee shall obtain written approval from PHCD prior to undertaking any of the following:

1. The engagement or execution of any subcontract(s) or Agreement assignments, wherein CDBG funds will be used to pay for goods or services. The Awardee must submit all proposed agreement documents to PHCD at least thirty (30) days prior to the start date of the agreement. PHCD shall have no obligation to approve payment of any expenditure (resulting from an agreement or subcontract) which was incurred prior to the approval by PHCD of such agreement or subcontract.

2. The addition of any positions not specifically listed in the approved budget.
3. The modification or addition of all job descriptions for existing staff.
4. The purchase of all nonexpendable personal property not specifically listed in the approved budget.
5. The disposition of all real, expendable personal, and nonexpendable personal property as defined in Section II, Paragraph W.1. of this Agreement.
6. Out-of-town travel not specifically listed in the approved budget.
7. The publication of proposed Solicitation Notices, Invitations for Bids and Requests for Proposals as provided for in Section II, Paragraph K of this Agreement.
8. The disposal of all Agreement records as provided for in Section II, Paragraph N of this Agreement.
9. In the event the Awardee wishes to substitute personnel for the key personnel identified by the Awardee's Proposal, the Awardee must notify the County in writing and request written approval for the substitution at least ten (10) business days prior to effecting such substitution.

R. Monitoring

The Awardee shall permit PHCD and other persons duly authorized by PHCD to inspect all Agreement records, facilities, equipment, materials, and services of the Awardee which are in any way connected to the activities undertaken pursuant to the terms of this Agreement, and/or to interview any clients, employees, subcontractors, or assignees of the Awardee. Following such inspection or interviews, PHCD will deliver to the Awardee a report of its findings, and the Awardee will rectify all deficiencies cited by PHCD within the specified period of time set forth in the report, or provide PHCD with a reasonable justification for not correcting the deficiencies. PHCD will determine, in its sole and absolute discretion, whether or not the Awardee's justification is acceptable or if the Awardee must, despite the justification, rectify the deficiencies cited by PHCD in its report.

S. Conflict of Interest

The Awardee agrees to abide by the provisions of 24 CFR part 84.42 (24 CFR part 200 for Public Agencies) and 24 CFR part 570.611, all as may be amended from time to time, with respect to conflicts of interest, and covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement. The Awardee further covenants that in the performance of this Agreement no person having such a financial interest shall be employed or retained by the Awardee hereunder. These conflict of interest provisions apply to any person who is an employee, agent, consultant, officer, or elected official or appointed official of the County, or of any designated public agencies or subrecipients which are receiving funds under the CDBG Entitlement program. The Awardee certifies and represents that no officer, director, employee, agent, or other consultant of the County 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 grant of this Agreement.

The Awardee shall abide and be governed by Miami-Dade County Ordinance No. 72-82 (Conflict of Interest Ordinance), as amended, which is incorporated herein by reference as if fully set forth, in connection with its Agreement obligations hereunder.

The Awardee shall disclose any possible conflicts of interest or apparent improprieties of any party that are covered by the above standards. The Awardee shall make such disclosure in writing to PHCD immediately upon the Awardee's discovery of such possible conflict. PHCD will then render an opinion which shall be binding on all parties.

The Awardee shall submit to PHCD, within five business days of execution this Agreement, all updated Conflict of Interest affidavits, Related Party Disclosure statements, including Related or Affiliated General Contractor(s) or Subcontractor(s), list of current Board members, and list of all business associations with the following documents:

- Original Agreement or its subsequent amendments.
- Requests for budget revisions.
- Requests for approval of subcontracts.

Non-compliance with the above requirements will be considered a breach of Agreement, which will result in the immediate termination of the agreement, the recovery of the entire funding award, and the disqualification of funding through PHCD for a period of three years.

a) Awardee certifies and represents that there are no undisclosed persons or entities interested with the Awardee in this Agreement. This Agreement is entered into by the Awardee without any connection with any other entity or person making a proposal for the same purpose, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the County, or of the State of Florida (including elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:

i) is interested on behalf of or through the Awardee directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which this Agreement relates or in any portion of the revenues; or

ii) is an employee, agent, advisor, or consultant to the Awardee or to the best of the Awardee's knowledge any subcontractor or supplier to the Awardee.

b) Neither the Awardee nor any officer, director, employee, agency, parent, subsidiary, or affiliate of the Awardee shall have an interest which is in conflict with the Awardee's faithful performance of its obligation under this Agreement; provided that the County, in its sole discretion, may consent in writing to such a relationship, provided the Awardee provides the County with a written notice, in advance, which identifies all the individuals and entities involved and sets forth in detail the nature of the relationship and why it is in the County's best interest to consent to such relationship.

c) 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.

d) In the event Awardee 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, Awardee shall promptly bring such information to the attention of the County's Project Manager. Awardee shall thereafter cooperate with the County's review and investigation of such information, and comply with the instructions Awardee receives from the Project Manager in regard to remedying the situation.

T. Intentionally Left Blank

U. Publicity, Advertisements and Signage

The Parties agree that the Awardee is funded by the County for CDBG Activities. Further, the Awardee agrees that all events funded by this Agreement shall recognize the County and the United States Department of Housing and Urban Development (US HUD), as funding sources and that the Awardee shall ensure that all publicity, public relations, advertisements and signs recognize the

County and US HUD for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible. The Awardee shall ensure that all media representatives, when inquiring about the activities funded by this Agreement, are informed that the County and US HUD are the funding sources. The Awardee shall notify the County of all events and activities involving the Project ten (10) days prior to the activity or event.

When the Awardee obtain(s) the building permit(s), the CD Project Manager at the Department, must be notified in order to request the project sign from Miami-Dade County Internal Services Department (ISD). Within thirty (30) days of the erection of the sign, the CD Project Manager will submit an invoice to the Awardee for payment of the project sign cost. The Awardee is responsible for all costs for replacing any amended, lost, defaced or missing sign. The sign shall remain on the premises at least ninety (90) days after the issuance of the Certificate of Occupancy (CO) or Certificate of Completion (CC).

NO WORK SHALL COMMENCE UNTIL THE PROJECT SIGNS ARE SECURED IN PLACE. THE SIGNS SHALL BE IN ACCORDANCE WITH THE DETAIL SHOWN IN ATTACHMENT F. Payment for furnishing, installing and maintaining the sign shall be under the bid amount for mobilization.

V. Procurement

The Awardee must comply with 2 CFR Part 200 when procuring supplies, equipment, construction, or services. The Awardee must take affirmative steps to procure supplies, equipment, construction, or services to fulfill this Agreement from minority and women's businesses, and to provide these sources the maximum feasible opportunity to compete for subcontracts to be procured pursuant to this Agreement. To the maximum extent feasible, these businesses shall be located in or owned by residents of the Community Development areas designated by PHCD in the CDBG application approved by the supervising federal agency.

The Awardee shall assure that all subcontracts or third party agreements contain provisions with stated goals, that low-income residents from Community Development Target and Service Areas be provided with opportunities for employment and training in contracted activities.

In conformance with Section 3 of the Housing and Community Development Act of 1968, the Awardee must direct federal financing assistance towards Target Area residents and ensure that employment and economic opportunities be given to low and very low-income persons, particularly those who are recipients of government assistance for housing according to the guidelines mentioned below:

1. The work to be performed under this Agreement is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended, 12 U.S.C. § 1701 (Section 3). The purpose of Section 3 is to ensure that employment and other economic opportunities generated by HUD assistance or HUD- assisted projects covered by Section 3, shall, to the greatest extent feasible, be directed to low- and very low-income persons, particularly persons who are recipients of HUD assistance for housing.
2. The parties to this Agreement agree to comply with HUD's regulations in 24 CFR part 135, as may be amended from time to time, which implement Section 3. As evidenced by their execution of this Agreement, the parties to this Agreement certify that they are under no contractual or other impediment that would prevent them from complying with the part 135 regulations.
3. The Awardee agrees to send to each labor organization or representative of workers with which the Awardee has a collective bargaining agreement or other understanding, if any, a notice advising the labor organization or workers' representative of the Awardee's commitments under this Section 3 clause, and will post copies of the notice in conspicuous places at the work site where both employees and applicants for training and employment positions can see the notice. The notice shall describe the Section 3 preference, shall set forth minimum number and job titles subject to hire, availability of apprenticeship and

training positions, the qualifications for each; and the name and location of the person(s) taking applications for each of the positions; and the anticipated date the work shall begin.

4. The Awardee agrees to include this Section 3 clause in every subcontract subject to compliance with regulations in 24 CFR part 135, and agrees to take appropriate action, as provided in an applicable provision of the subcontract or in this Section 3 clause, upon a finding that the subcontractor is in violation of the regulations in 24 CFR part 135. The Awardee will not subcontract with any subcontractor where the Awardee has notice or knowledge that the subcontractor has been found in violation of the regulations in 24 CFR part 135.
5. The Awardee will certify that any vacant employment positions, including training positions, that are filled (1) after the Awardee is selected but before the Agreement is executed, and (2) with persons other than those to whom the regulations of 24 CFR part 135 require employment opportunities to be directed, were not filled to circumvent the Awardee's obligations under 24 CFR part 135.
6. Noncompliance with HUD's regulations in 24 CFR part 135 may result in sanctions, termination of this Agreement for default, and debarment or suspension from future HUD assisted contracts.
7. With respect to work performed in connection with Section 3 covered Indian housing assistance, section 7(b) of the Indian Self-Determination and Education Assistance Act (25 U.S.C. § 450e) also applies to the work to be performed under this Agreement. Section 7(b) requires that to the greatest extent feasible (i) preference and opportunities for training and employment shall be given to Indians, and (ii) preference in the award of contracts and subcontracts shall be given to Indian organizations and Indian-owned Economic Enterprises. Parties to this Agreement that are subject to the provisions of Section 3 and section 7(b) agree to comply with Section 3 to the maximum extent feasible, but not in derogation of compliance with section 7(b).
8. Fair Subcontracting Policies (Ordinance 97-35)

All Awardees on County contracts in which subcontractors may be used shall be subject to and comply with Ordinance 97-35 as amended, requiring Awardees to provide a detailed statement of their policies and procedures for awarding subcontracts which:
 - a) notifies the broadest number of local subcontractors of the opportunity to be awarded a subcontract;
 - b) invites local subcontractors to submit bids/proposals in a practical, expedient way;
 - c) provides local subcontractors access to information necessary to prepare and formulate a subcontracting bid/proposal;
 - d) allows local subcontractors to meet with appropriate personnel of the Awardee to discuss the Awardee's requirements; and
 - e) awards subcontracts based on full and complete consideration of all submitted proposals and in accordance with the Awardee's stated objectives.

All Awardees seeking to contract with the County shall, as a condition of award, provide a statement of their subcontracting policies and procedures (see Attachment G). The County will not execute this Agreement with Awardees who fail to provide a statement of the Subcontractors Policies and Procedures.

The County reserves the right to either approve or withdraw its consent to a subcontract if it appears to the County, in its discretion and authority, that the subcontract will delay, prevent, or otherwise impair the performance of the Awardee's obligations under this Agreement.

W. Property

1. Definitions
 - a. Property. As defined on page 2 herein.

- b. Real Property: Land, land improvements, structures, fixtures and appurtenances thereto, excluding movable machinery and equipment.
 - c. Personal Property: Personal property of any kind except real property.
 - 1) Tangible: All personal property having physical existence.
 - 2) Intangible: All personal property having no physical existence such as patents, inventions, and copyrights.
 - d. Nonexpendable Personal Property: Tangible personal property of a nonconsumable nature, with a value of \$750 or more per item, with a normal expected life of one or more years, not fixed in place, and not an integral part of a structure, facility or another piece of equipment.
 - e. Expendable Personal Property: All tangible personal property other than nonexpendable property.
2. The Awardee shall comply with the real property requirements as stated below:
- a. Any real property under the Awardee's control that was acquired or improved by Awardee or PHCD in whole or in part with CDBG funds received from PHCD in excess of \$25,000 shall be either:
 - 1) Used to meet one of the three (3) CDBG national objectives until five (5) years after the expiration or termination of this Agreement, or for such longer period of time as determined by PHCD in its sole and absolute discretion; or
 - 2) Not used to meet one of the three (3) CDBG National Objectives. In the event the property is not used to meet one of the national objectives for five (5) years following the expiration or termination of this Agreement or such longer period as determined by PHCD, the Awardee shall, in the sole discretion of PHCD, either pay to PHCD an amount equal to the market value of the property as may be determined by PHCD in its sole and absolute discretion, less any proportionate portion of the value attributable to expenditures of non-CDBG funds for acquisition of, or improvement to, the property or transfer the property to PHCD at no cost to PHCD. Reimbursement is not required after the period of time specified in Paragraph W.2.a.1., above.
 - b. Any real property under the Awardee's control that was acquired or improved in whole or in part with CDBG funds from PHCD for \$25,000 or less shall be disposed of, at the expiration or termination of this Agreement, in accordance with instructions from PHCD.
 - c. All real property purchased or improved in whole or in part with funds from this and previous Agreements with PHCD, or transferred to the Awardee after being purchased in whole or in part with funds from PHCD, shall be listed in the property records of the Awardee and shall include a legal description; size; date of acquisition; value at time of acquisition; present market value; present condition; address or location; owner's name if different from the Awardee; information on the transfer or disposition of the property; and map indicating whether property is in parcels, lots, or blocks and showing adjacent streets and roads. The property records shall describe the programmatic purpose for which the property was acquired and identify the CDBG national objective that will be met. If the property was improved, the records shall describe the programmatic purpose for which the improvements were made and identify the CDBG national objective that will be met.
 - d. For awards involving the purchase or improvement of real property, the Awardee agrees to execute a mortgage, loan document, or restrictive covenant for the

CDBG award with PHCD within 180 days after the execution of this agreement. Failure to comply with this requirement may result in the retraction of the CDBG award for the project and termination of this agreement.

- e. All real property shall be inventoried annually by the Awardee and an inventory report shall be submitted to PHCD. This report shall include the elements listed in Paragraph W.2.c., above.

Nothing in this section shall be construed to limit the County's right to collect from Awardee the entire amount of CDBG funds awarded pursuant to this Agreement in the event Awardee fails to meet a national objective.

3. Inventory - Capital Equipment and Real Property

All capital items acquired for the project by the Awardee with funds allocated in this Agreement shall be assets of the Awardee and may be secured by a mortgage delivered to the County. A capital item shall be defined as an item that: (1) has a service life in excess of one year; (2) is either complete within itself or is a major component of another item of property; (3) by definition cannot be described either as supplies or materials; (4) will not be consumed or lose its identity; and (5) has a unit cost of \$500 or more. Awardee shall notify the County immediately upon acquiring any capital items with funds allocated in this Agreement.

The County shall allow the Awardee to retain possession of capital equipment after expiration of this Agreement as long as the Awardee continues to provide the service described in the Scope of Services (**Attachment A**). If the Awardee disbands, becomes defunct or in any way ceases to exist or if the Awardee ceases to provide the service described in the Scope of Services or another service of value, Awardee shall notify the County immediately and provide instructions describing how the County may take possession of the capital equipment. Awardee shall deliver to the County all documents of title or ownership and shall transfer or assign such ownership rights to the County. Foreclosure of the County mortgage or enforcement of other documents shall not be required in order for the County to claim and take possession of capital equipment.

4. The Awardee shall comply with the nonexpendable personal property requirements as stated below:

- a. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous Agreements with PHCD shall be listed in the property records of the Awardee and shall include a description of the property; location; model number; manufacturer's serial number; date of acquisition; funding source; unit cost at the time of acquisition; present market value; property inventory number; information on its condition; and information on transfer, replacement, or disposition of the property.
- b. All nonexpendable personal property purchased or improved in whole or in part with funds from this and previous Agreements with PHCD shall be inventoried annually by the Awardee and an inventory report shall be submitted to PHCD. The inventory report shall include the elements listed in Paragraph W.3.a., above.
- c. Title (ownership) to all nonexpendable personal property purchased in whole or in part with funds given to the Awardee pursuant to the terms of this Agreement shall vest in the County and PHCD.

5. The Awardee shall obtain prior written approval from PHCD for the disposition of real property, expendable personal property, and nonexpendable personal property purchased or improved in whole or in part with funds given to the Awardee or subcontractor pursuant to the terms of this Agreement. The Awardee shall dispose of all such property in accordance with instructions from PHCD. Those instructions may require the return of all such property to PHCD.

X. Program Income

1. Program Income as defined in 24 CFR part 570.500 (a) means gross income received by the Awardee directly generated from activities supported by CDBG funds. When Program Income is generated by an activity that is only partially assisted with CDBG funds, the income shall be prorated to reflect the percentage of CDBG funds used.
2. The Awardee shall not, under any circumstances, use Program Income to pay for charges or expenses that are specifically not allowed pursuant to the terms of this Agreement and applicable federal regulations or rules, or any County rules or ordinance.
 - a. The Awardee shall report to PHCD all cumulative Program Income generated from activities financed in whole or in part by funds from this Agreement, for as long as it receives and/or has control over Program Income generated from this and any previous Agreements with PHCD. The Awardee must submit the information for the generated Program Income to PHCD with each reimbursement request and quarterly as part of the Fiscal Section of the Awardee's Progress Report as outlined in Section II, Paragraph F.2.a.
The awardee will submit the Calculation of Program Income form Attachment " L " with every reimbursement request.
 - b. The Awardee's use of Program Income shall be for the same activities described in this Agreement and subject to the limitations set forth in this Agreement and as set forth in the CDBG regulations, 24 CFR part 570.504. Awardee acknowledges that the CDBG Regulations require that Awardee spend Program Income before further CDBG funds are drawn down. Awardee agrees that Awardee shall expend the Program Income funds prior to seeking payment of CDBG funds from the County. Twenty percent (20%) of the Program Income Awardee makes, retains or receives shall be paid to the County on a quarterly basis and reported in Awardee's quarterly Progress Report. At the conclusion of the contract period or upon termination of this Contract, Awardee shall immediately pay/return all Contract funds and Program Income to the County.
 - c. Should Awardee be granted permission to use Program Income from a revolving loan activity, Program Income must be used only for the same revolving loan activity.
 - d. All Program Income from a revolving loan activity, such as loan repayments, interest earned, late fees, and investment income, shall be substantially disbursed to eligible loans, loan-related programmatic costs, and operational costs for the same revolving loan activity before the Awardee may request additional CDBG funds for that activity.
 - e. All Program Income from activities other than a revolving loan activity shall be substantially disbursed to carry out other PHCD-approved CDBG eligible activities, and to cover operational costs before requesting additional CDBG funds.
 - f. Any proceeds from the sale of property as detailed in Section II, Paragraph W.4., above, shall be considered Program Income.
 - g. The Awardee shall obtain, as part of the required audit report, validation by a certified auditor of all Program Income and its disposition.
3. Upon expiration or termination of this Agreement or at the end of any program year, the Awardee shall transfer to the County any Program Income funds on hand, and any Program Income accounts receivable to any CDBG funded activities. PHCD may require remittance of all or part of any Program Income balances (including investments thereof).
4. PHCD, in its sole and absolute discretion, reserves the right to pursue other courses of action in the retention and use of Program Income generated by the Awardee, and such action shall not require an amendment to this Agreement.

Y. Travel

The Awardee shall comply with the County's travel policies. Documentation of travel expenses shall conform to the requirements of PHCD's Policies and Procedures Manual.

Z. Subcontracts and Assignments

1. Unless otherwise specified in this Agreement, the Awardee shall not subcontract any portion of the work without the prior written consent of the County. Subcontracting without the prior consent of the County may result in termination of the Agreement for breach. When Subcontracting is allowed, the Awardee shall comply with County Resolution No. 1634-93, section 10-34 of the County Code and section 2-8.8 of the County Code.

The Awardee shall ensure that all subcontracts and assignments:

- a. Ensure that no contractor, subcontractor or assignee is listed on the U.S. HUD's debarred, suspended, or ineligible contractors list; Awardee shall use, at a minimum, US HUD's Excluded Parties List System to confirm clearance of contractors. The system may be accessed at <https://www.sam.gov/> Awardee shall provide to PHCD a copy of the site page that indicates the name and the date it was checked. Awardee shall further ensure that no contractor, subcontractor, or assignee is listed on Miami-Dade County's debarred Contractor's List; Awardee shall, at a minimum, check at <http://www.miamidade.gov/smallbusiness/business-development-reports.asp> to determine if a person or entity is on Miami-Dade County's debarred contractor's list. Awardee shall provide PHCD with a printout copy of the site page that indicates the name and the date it was checked.
- b. Comply with all CDBG requirements, as applicable, as well as the regulations specified in PHCD's Policies and Procedures Manual.
- c. Identify the full, correct, and legal name of the party.
- d. Describe the activities to be performed.
- e. Present a complete and accurate breakdown of its price component.
- f. Incorporate a provision requiring compliance with all applicable regulatory and other requirements of this Agreement and with any conditions of approval that the County or PHCD deem necessary.

This applies only to subcontracts and assignments in which parties are engaged to carry out any eligible substantive programmatic service, as may be defined by PHCD, set forth in this Agreement. PHCD shall in its sole discretion determine when services are eligible substantive programmatic services and subject to the audit and record-keeping requirements described above, and;

Result from an open competitive bid process generating a minimum of three bids. Such competitive process shall be described in writing, approved by the Board of Directors and a copy of which submitted to PHCD. In such circumstances that open, competitive bids are not feasible or that a minimum of three bids are unobtainable, permission to use other methods of award must be requested in writing and approved by PHCD prior to the assignment or award of subcontract. The Awardee agrees that no assignment or sub-contract will be made or let in connection with the Agreement without the prior written approval of PHCD, which approval shall not be unreasonably withheld, and that all such sub-contractors or assignees shall be governed by the terms and intent of this Agreement.

- g. Incorporate the language of Attachment E, "Certification Regarding Lobbying."
- h. Include language stating that the Subcontractor understands and agrees that the County is not a party to the subcontract and has no obligation to the subcontractor.

- i. The Awardee shall maintain, and shall require that its subcontractors and suppliers maintain, complete and accurate records to substantiate compliance with the requirements set forth in the Scope of Services. The Awardee and its subcontractors and suppliers, shall retain such records, and all other documents relevant to the Services furnished under this Agreement for a period of three (3) years from the expiration date of this Agreement and any extension thereof.
 2. The Awardee shall incorporate in all consultant subcontracts this additional provision:

The Awardee is not responsible for any insurance or other fringe benefits, e.g., social security, income tax withholdings, retirement or leave benefits, for the Consultant or employees of the Consultant normally available to direct employees of the Awardee. The Consultant assumes full responsibility for the provision of all insurance and fringe benefits for himself or herself and employees retained by the Consultant in carrying out the Scope of Services provided in this subcontract.
 3. The Awardee shall be responsible for monitoring the contractual performance of all subcontracts and their progress toward meeting the approved goals and objectives indicated in the attached Scope of Services. Regardless of any approvals by PHCD of subcontracts or subcontractors, the Awardee shall bear all risks associated with subcontracting performance of the Activities to a subcontractor.
 4. The Awardee shall receive from PHCD written prior approval for any subcontract engaging any party who agrees to carry out any substantive programmatic activities as may be determined by PHCD as described in this Agreement. PHCD's approval shall be obtained prior to the release of any funds to the subcontractor.
 5. The Awardee shall receive written approval from PHCD prior to either assigning or transferring any obligations or responsibility set forth in this Agreement or the right to receive benefits or payments resulting from this Agreement.
 6. Approval by PHCD of any subcontract or assignment shall not under any circumstance be deemed to provide for the incurrence of any obligation by PHCD in excess of the total dollar amount agreed upon in this Agreement.
 7. If the subcontract involves \$100,000 or more to provide services listed in the Scope of Services or suppliers to supply the materials, the Awardee shall provide the names of the subcontractors and suppliers to PHCD (**Attachment H**).
 8. The Awardee agrees that it will not change or substitute subcontractors or suppliers from the list (**Attachment H**) without prior written approval from PHCD.
 9. The Awardee shall not hire any of the Awardee's staff members or employees as subcontractors.
 10. Where an Awardee intends to use a Related or Affiliated General Contractor or Subcontractor, as defined herein, PHCD will require a third party non-affiliated professional in the same field as the Related or Affiliated General Contractor or Subcontractor, to be selected by PHCD, to review cost estimates and evaluate whether or not such estimates are less than costs that may be incurred by use of non-related or non-affiliated entities. The costs of this third-party review will be paid by the Awardee, however, said costs may be an eligible cost to be paid from the Contract funds.
- AA. Additional Funding
- The Awardee shall notify PHCD of any additional funding received for any activity described in this Agreement. Such notification shall be in writing and received by PHCD within thirty (30) days of the Awardee's notification by the funding source.
- BB. Method of Payment

The Awardee shall be paid as described below:

1. The Awardee shall be paid for those expenses allowed pursuant to the provisions provided below only when the Awardee submits to PHCD adequate proof, as determined by PHCD in its sole and absolute discretion, that the Awardee has incurred the expenditures. It shall be presumed that the Awardee has provided adequate proof of having incurred expenses if the Awardee submits to PHCD canceled checks or original invoices approved by the Awardee's authorized representative which show performance of the Activities described in Attachment A and conformance with the laws, rules and regulations set forth in this Agreement. When original documents cannot be presented, the Awardee must adequately justify their absence in writing and furnish copies of those documents to PHCD. The Awardee shall be paid only for those expenditures contained within **Attachment B**, "Budget," to this Agreement as it may be revised with the prior written approval by PHCD.
2. Requests for payment (reimbursement) shall be assembled by calendar month and submitted to PHCD no less frequently than monthly. Expenditures incurred by the Awardee must be submitted to PHCD, along with all original invoices, copies of front and back of cancelled checks paid to all subcontractors and suppliers if applicable, all release of liens from all subcontractors and suppliers, and all final approved permits, for payment within 30 days after the month in which the expenditures were incurred. Failure to comply will result in rejection of invoices. In no event shall the County be obligated to pay any invoices for expenses which were incurred more than 60 days prior to the date the request for payment is submitted to PHCD.
3. In no event shall the County provide advance CDBG funding to the Awardee or to any subcontractor hereunder, nor shall the Awardee advance CDBG funds to any party. Advance funding is defined as paying for a good or service that has not occurred.
4. Any payment due under the terms of this Agreement may be withheld pending the receipt and approval by PHCD of all reports and documents which the Awardee is required to submit to PHCD pursuant to the terms of this Agreement or any amendments thereto.
5. All payments will be limited to the quarterly payment schedule that accompanies the action step chart in the scope of services. Payment is contingent on the achievement by the Awardee of the quarterly accomplishment levels identified in the scope of services portion of this agreement – **Attachment A**, which shall be submitted with all payment requests and shall clearly identify the completed level of accomplishments met. This shall also apply to soft costs associated with project delivery.
6. No payment(s) will be made without evidence of appropriate insurance required by this Agreement. Such evidence must be on file with PHCD and the County's Internal Services Department. PHCD must receive the final request for payment from the Awardee no more than thirty (30) calendar days after the expiration or termination of this Agreement. If the Awardee fails to comply with this requirement, the Awardee will forfeit all rights to payment(s) if PHCD, in its sole discretion, so chooses.
7. All monies paid to the Awardee which have not been used to retire outstanding obligations of this Agreement must be refunded to PHCD in accordance with PHCD's Policies and Procedures Manual.
8. Any unexpended funds remaining after the completion of the services under this Agreement, or after termination of this Agreement, shall be recaptured in full by the County.
9. In the event the County determines that the Awardee has breached the terms of this agreement and that the County is entitled to return of any or all of the funds awarded under this Agreement, Awardee agrees to and shall assign any proceeds to the County from any Agreement between the County, its agencies or instrumentalities and the Awardee or any firm, corporation, partnership or joint venture in which the Awardee has a controlling financial interest in order to secure repayment of this award. "Controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

10. For special economic development projects: Notwithstanding any other provision herein, payments to Awardee shall be restricted in the following manner: payment by the County of expenditures contained within Attachment B, "Budget," to this Agreement shall be on a *pro rata* basis in accordance with the level of development progress and percentage of construction completed by Awardee using funds from Awardee's equity contribution toward the project.

CC. Reversion of Assets

The Awardee shall return to PHCD, upon the expiration or termination of this Agreement, all assets owned or held by Awardee as a result of this Agreement, including, but not limited to any CDBG funds on hand, any accounts receivable, any overpayments due to unearned funds or costs disallowed pursuant to the terms of this Agreement that were disbursed to the Awardee by the County, other than reasonable operating and deficit reserves established by Awardee and which are connected with the real property. In the case of activities involving real property, such reserves shall not be distributed to any partner or subcontractor prior to repayment to PHCD of the CDBG Loan. The Awardee shall at the request of the County execute any and all documents, including but not limited to, mortgages securing the property, UCC financing statements, and restrictive covenants, as required by the County to effectuate the reversion of assets.

DD. Restriction on the Use of Funds

The funds received pursuant this Agreement shall be used for the purposes set forth herein and shall not be used to supplant other funds. In no event shall funds received pursuant to this Agreement be used for:

1. Adverse Actions or Proceedings. The Awardee shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees or officials. The Awardee shall not utilize County funds to provide legal representation, advice or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees or officials.
2. Religious Purposes. County funds shall not be used for religious purposes.
3. Commingling Funds. The Awardee shall not commingle funds provided under this Agreement with funds received from any other funding sources, but may be included in a Development Bank Account permitted by the first mortgage lender at the discretion of the County.

III. THE COUNTY AGREES:

Subject to the availability of funds, to pay for contracted Activities according to the terms and conditions contained within this Agreement in an amount not to exceed the appropriated amount as stated on page 1 of this contract.

IV. THE AWARDEE AND PHCD AGREE:

A. Effective Date

1. This Agreement shall begin on the effective start date as stated on page 1 of this contract. Any costs incurred by the Awardee prior to this date will not be reimbursed by the County.
2. This Agreement shall expire on the end date as stated on page 1 of this contract. Any costs incurred by the Awardee beyond this date will not be reimbursed by the County. The term of this agreement and the provisions herein may be extended by the County to cover any additional time period during which the Awardee remains in control of the CDBG funds or other assets, including Program Income to support CDBG eligible activities. Any extension made pursuant to this paragraph shall be accomplished by a writing by the County to the Awardee. Such notice shall automatically become a part of this Agreement.

3. This Agreement may, at the sole and absolute discretion of the County and PHCD, remain in effect during any period that the Awardee has control over Agreement funds, including Program Income. However, the County shall have no obligation or responsibility to make any payment, except those described within Section II, Paragraph Y, or provide any type of assistance or support to the Awardee if this Agreement has expired or been terminated.

4. Management Evaluation and Performance Review

The Department may conduct a formal management evaluation and performance review of the Awardee, if in the Department's sole discretion it is deemed necessary and applicable. The management evaluation shall reflect the Awardee's compliance with generally accepted fiscal and organizational standards and practices. The performance review should reflect the quality of service provided and the value received using monitoring data, such as progress reports, site visits, and client surveys.

B. Default or Breach

1. The Awardee shall be in default or breach of this Agreement if any of the following acts, omissions or conditions occur:
 - a. The Awardee fails to fulfill each and every provision of this Agreement and the Attachments and fails to provide the services outlined in the Scope of Services (**Attachment A**) within the effective term of this Agreement, including but not limited to failure to meet the National Objective, as determined by the County and U.S. HUD.
 - b. Awardee fails to disclose all Related or Affiliated Parties and all matters required to be disclosed as to Related or Affiliated Parties to the County as required herein.
 - c. Filing of a lis pendens, foreclosure action, or other legal action against the Property, any property of Awardee or Related or Affiliated Party, or against Awardee or Related or Affiliated Party which the County determines, in its sole discretion, threatens the Property or the ability of Awardee to fulfill the provisions of this Agreement and the services outlined in the Scope of Services.
 - d. Any arrearage, default, or late payment on any loan, Note or other debt or obligation for which the Property is security or regarding any property of Awardee or Related or Affiliated Party, including properties not related to this Agreement.
 - e. Any legal encumbrance on the Property not permitted in writing by the County.
 - f. Any anticipated or pending bankruptcy, restructuring, dissolution, reorganization, appointment of a trustee or receiver.
 - g. Any action, activity, facts, or circumstances that the County determines in its sole discretion would materially impair performance by Awardee of all the terms and conditions of this Agreement.
 - h. Awardee fails to report to the County within ten (10) days any bankruptcy, reorganization, dissolution, liquidation, appointment of a trustee or receiver, lis pendens, foreclosure action or legal encumbrance related to the Awardee, Related or Affiliated Party or the Property, or any action, activity, facts, or circumstances that would materially impair performance by Awardee of all the terms and conditions of this Agreement.
 - i. Failure to comply strictly with Section W(2)(a)(1)-(2) of this Agreement.
 - j. Failure to meet the fifty percent (50%) or seventy percent (70%) Benchmarks, as set forth in this Agreement, or to submit documentation (via Progress Reports and

applicable supporting documentation) sufficient to show Awardee has met said Benchmarks.

C. Suspension

1. The County may suspend payment in whole or in part under this Contract by providing written notice to the Awardee of such suspension and specifying the effective date thereof, at least ten (10) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Awardee as conditions precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other Agreements entered into between the County and the Awardee. The Awardee shall be responsible for its own direct and indirect costs associated with such suspension, including attorney's fees. Reasonable cause shall be determined by PHCD, in its sole and absolute discretion, and may include, but is not limited to:
 - a. Ineffective or improper use of these Agreement funds by the Awardee or any of its subcontractors;
 - b. Failure by the Awardee to materially comply with any term or provision of this Agreement;
 - c. Failure by the Awardee to submit any documents required by this Agreement; or
 - d. The Awardee's submittal of incorrect or incomplete reports or other required documents.
 - e. Failure of Awardee to maintain regular business hours if providing services to low to moderate income residents and or businesses.
 - f. Failure to meet the fifty percent (50%) or seventy percent (70%) Benchmarks, as set forth in this Agreement, or to submit documentation (via Progress Reports and applicable supporting documentation) sufficient to show Awardee has met said Benchmarks.
2. In the event of a default by the Awardee, PHCD may at any time suspend the Awardee's authority to obligate funds, withhold payments or both. These actions may apply to only part or all of the activities funded by this Agreement.
3. PHCD will notify the Awardee of the type of action to be taken in writing by certified mail, return receipt requested, or in person with proof of delivery. The notification will include the reason(s) for such action, the conditions of the action, and the necessary corrective action(s).

D. Termination

1. Termination at Will

This Agreement, in whole or in part, may be terminated by PHCD upon no less than ten (10) working days notice when PHCD determines that it would be in the best interest of PHCD and the County. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared, and capital equipment secured by the Awardee with County funds under this Agreement; (b) seek reimbursement of County funds allocated to the Awardee under this Agreement; and/or (c) terminate or cancel any other Agreements entered into between the County and the Awardee. The Awardee shall be responsible for its own direct and indirect costs associated with such termination, including attorney's fees.

2. Termination for Convenience

PHCD may terminate this Agreement, in whole part when both parties agree that the continuation of the activities would not produce beneficial results commensurate with the further expenditure of funds. Both parties shall agree upon the termination conditions.

PHCD, at its sole discretion, reserves the right to terminate this Agreement without cause upon thirty (30) days written notice. Upon receipt of such notice, the Awardee shall not incur any additional costs under this Agreement.

3. Termination Because of Lack of Funds

In the event of a funding short-fall, or a reduction in federal appropriations, or should funds to finance this Agreement become unavailable, PHCD may terminate this Agreement upon no less than twenty-four (24) hours written notification to the Awardee. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery. PHCD shall be the final authority to determine whether or not funds are available. PHCD may at its discretion terminate, renegotiate and/or adjust the Agreement award whichever is in the best interest of the County.

4. Termination for Substantial Funding Reduction

In the event of a substantial funding reduction of the allocation to the Awardee through Board of County Commissioners' action, the Awardee may, at its discretion, request in writing from the Director of PHCD a release from its contractual obligations to the County. The Director of PHCD will review the effect of the request on the community and the County prior to making a final determination.

5. Termination for Default or Breach

PHCD may terminate this Agreement upon no less than twenty-four (24) hours written notification to the Awardee for breach or default.

6. Termination for Failure to Make Sufficient Progress.

PHCD may terminate this Agreement, in whole or in part, when PHCD determines, in its sole and absolute discretion, that the Awardee is not making sufficient progress thereby endangering ultimate Agreement performance, or is not materially complying with any term or provision of this Agreement, PHCD may treat such failure to comply as a repudiation of this Agreement;

7. Termination for Bankruptcy

The County reserves the right to terminate this Agreement, if, during the term of any Agreement the Awardee has with the County, the Awardee becomes involved as a debtor in a bankruptcy proceeding, or becomes involved in a reorganization, dissolution, or liquidation proceeding, or if a trustee or receiver is appointed over all or a substantial portion of the property of the Awardee under federal bankruptcy law or any state insolvency law.

8. General to Termination and Breach

Unless the Awardee's breach is waived by the County in writing, the County may, by written notice to the Awardee, terminate this Agreement upon no less than twenty-four (24) hours notice. Said notice shall be delivered by certified mail, return receipt requested, or in person with proof of delivery.

Waiver of breach of any provision of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement. The provisions herein do not limit the County's right to legal or equitable remedies. The County may resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

In the event the County shall terminate this Agreement for default or breach, the County or its designated representatives, may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

9. Penalties for Fraud, Misrepresentation, Material Misstatement, or Criminal Conviction

In accordance with the Code of Miami-Dade County, section 2-8.4.1, and other County policies, if Awardee or any individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest attempts to meet its contractual obligations with the County under this Agreement or any other County agreement or County program through fraud, misrepresentation or material misstatement, or is convicted of fraud, bribery or any other corrupt or criminal act in connection with any County program or County agreement, the County shall have the sole and absolute discretion to terminate this Agreement and may terminate or cancel any other agreements which Awardee or such individual, corporation, firm, partnership, joint venture or other business entity in which Awardee or its principals has a Controlling Financial Interest has with the County. Such individual or entity shall be responsible for its own direct and indirect costs associated with such termination or cancellation, including attorney's fees. The foregoing notwithstanding, any individual, corporation, firm, partnership, joint venture or other business entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation or material misstatement may be disbarred from County contracting for up to five (5) years. For the purposes of this section, "controlling financial interest" shall mean ownership, directly or indirectly to ten percent or more of the outstanding capital stock in any corporation or a direct or indirect interest of ten percent or more in a firm, partnership or other business entity.

E. Other Remedies

In addition to other provisions set forth herein, in the event of default by the Awardee, the County shall have the right to exercise any and all of the following remedies:

1. Awardee shall be liable for all damages, including but not limited to:
 - a. the difference between the cost associated with procuring Services hereunder and the amount actually expended by the County for reprourement of Services, including procurement and administrative costs; and
 - b. such other direct damages.
2. The Awardee shall remain liable for any liabilities and claims related to the Awardee's performance of this Agreement or any breach or default, notwithstanding the expiration or termination of this Agreement.
3. Seek enforcement of this Agreement including but not limited to filing an action with a court of appropriate jurisdiction. The Awardee shall be responsible for its own direct and indirect costs associated with such enforcement, including attorney's fees.
4. Debar the Awardee from future County contracting.
5. Any other remedy available at law or equity.

Damages Sustained. Notwithstanding the above, the Awardee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Awardee until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach.

Payment Settlement. If termination occurs for reasons other than breach or default, Awardee shall be paid only for reasonable, allowable costs incurred by Awardee prior to notice of termination. "Reasonable, allowable costs" are those costs which are necessary in order to perform Awardee's obligations under this Agreement and specifically exclude expenses incurred prior to the execution date of this Agreement, personal expenses, travel expenses, expenses related to additional phases of the Project not specifically and expressly incorporated into this Agreement. PHCD shall be the sole judge of "reasonable, allowable costs." All compensation pursuant to this Article is subject to an audit at the County's discretion. Awardee shall not receive payment for lost future revenues, lost developer fees or lost profits.

E-1. Limitation of Liability and Limitation of Remedies

Awardee acknowledges that the County is providing substantial funds to Awardee at low or no cost to Awardee, and that these CDBG funds are for the purpose of providing a benefit to the community health and welfare.

Therefore, notwithstanding any other provision herein, the Parties agree to the following limitations on liabilities for any and all claims of any kind arising from or in connection with performance or breach of this Agreement, which limitations shall apply equally to both Parties:

1. Both Parties' cumulative liability for damages, if any, is limited to the amount of the CDBG funds set forth in Section III, above.
2. Neither party shall be liable for lost revenues, lost profits, lost program income, or lost developer fees.
3. Each party shall bear its own attorney's fees and costs.
4. Neither party shall be liable for costs incurred by the other party prior to the execution of this Agreement.

F. Renegotiation, Modification and Right to Waive

1. Modifications of provisions of this Agreement shall be valid only when in writing and signed by duly authorized representatives of each party, which for the County is the County Mayor or Mayor's designee. The parties agree to renegotiate this Agreement if PHCD determines, in its sole and absolute discretion, that federal, state, and/or County revisions of any applicable laws or regulations, or increases or decreases in budget allocations make changes in this Agreement necessary. PHCD shall be the final authority in determining whether or not funds for this Agreement are available due to federal, state and/or County revisions of any applicable laws or regulations, or increases in budget allocations.
2. The County shall have the right to exercise an option to extend this Agreement beyond the current Agreement period and will notify the Awardee in writing of the extension. This Agreement may be extended beyond the initial extension period upon mutual agreement between the County and the Awardee, upon approval by the County Mayor or Mayor's designee.
3. The County may, for good and sufficient cause, waive provisions in this Agreement. Waiver requests from the Awardee shall be in writing. No waiver shall be valid unless in writing and signed by the County Mayor or Mayor's designee. Any waiver shall not be construed to be a modification of this Agreement.
4. The County's failure to exercise any of its rights under this Agreement, or the County's waiver of a provision on any one occasion, shall not constitute a waiver of such rights or provision on any other occasion. No failure or delay by the County in the exercise of any right shall operate as a waiver.

G. Budget Revisions and Changes to the CDBG Eligibility Activity Title

1. Revisions to the Budget (**Attachment B**) shall be requested in writing and must comply with PHCD's Policies and Procedures Manual. All budget revisions shall require an amendment of this Agreement, which the County shall have no obligation to execute. The County shall not be obligated to make payments for expenditures incurred prior to the approval of the budget revision related to such expenditures.
2. **Budget Revisions Through County Resolution**

Should a portion of the funding allocation to the Awardee be rescinded by action from the Board of County Commissioners, written notification via certified mail to the Awardee advising of the funding reduction shall be sent by PHCD no later than five (5) working days of the action; written notification will constitute a Agreement amendment. The Awardee will have five working days upon receipt of certified return receipt notification to submit a revised budget reflecting funding adjustments. Should the modified budget not be received within the specified time, The County will revise the budget at its discretion. The County in its sole and absolute discretion will determine whether substantial reductions will necessitate revision and resubmittal of the Scope of Service (**Attachment A**). Revisions to the Scope of Services, when required, will be negotiated to the mutual satisfaction of both parties.
3. Revisions to the CDBG eligibility activity titles under which this Agreement's objectives are classified as noted in the Scope of Services shall not require a Agreement amendment.

H. Compliance

The County shall have the right to inspect, monitor, and inquire of Awardee, at the sole and absolute discretion of the County, remain in effect during any period that the Awardee is obligated to complete a National Objective or has control over Agreement funds, including Program Income, in order to ensure compliance with the CDBG Regulations. However, the County shall have no obligation or responsibility to make any payment or provide any type of assistance or support to the Awardee if this Agreement has expired or been terminated.

The Awardee agrees to comply with all applicable State and County laws, rules and regulations, which are incorporated herein by reference or fully set forth herein.

Any alterations, variations, modifications, extensions or waivers of provisions of this Agreement shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

This contract may be executed in counterpart copies, and these counterparts shall together constitute an original of this Agreement.

I. Disputes

In the event an unresolved dispute exists between the Awardee and PHCD, PHCD shall refer the questions, including the views of all interested parties and the recommendation of PHCD, to the County Mayor for determination. The County Mayor, or an authorized representative, will issue a determination within thirty (30) calendar days of receipt and so advise PHCD and the Awardee, or in the event additional time is necessary, PHCD will notify the Awardee within the thirty (30) day period that additional time is necessary. The Awardee agrees that it shall not bring any legal action or against the County until thirty (30) days from the County Mayor issuing his/her determination.

J. Headings

The section and paragraph headings in this Agreement are inserted for convenience only and shall not affect in any way the meaning or interpretation of this Agreement.

K. Minority Participation

In order to gain greater Black business participation, the Awardee may submit its Agreements to the County Mayor for bidding and award in accordance with County policies and procedures.

L. Proceedings

This Agreement shall be construed in accordance with 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.

M. Notice and Contact

All notices between the Parties shall be in writing and sent by registered or certified mail and addressed as follows:

TO AWARDDEE: Rebuilding Together Miami-Dade, Inc.
3628 Grand Avenue
Miami, FL 33133
Attn: Martina Spolini, Executive Director

TO COUNTY: Miami-Dade County
111 N. W. 1st Street
Miami, Florida 33128
Attn: Cathy Burgos, Chief Community Services Officer

COPY TO: Public Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, FL 33136
Attn: Alex R. Ballina, Director

COPY TO: Public Housing and Community Development
701 NW 1st Court, 14th Floor
Miami, FL 33136
Attn: Shenika McElroy, Portfolio Manager, PHCD

COPY TO: Assistant County Attorney
County Attorney's Office
111 N. W. 1st Street, Suite 2810
Miami, Florida 33128
Attn: Melissa Gallo, Esquire

Such addresses may be changed by written notice to the other party.

In the event that different representatives are designated by either party after this Agreement is executed, or the Awardee changes its address, notice of the name of the new representative or new address will be rendered in writing to the other party and said notification attached to originals of this Agreement.

In the event that any of the information required by the provisions of this Article is changed by either of the Parties after the execution of this Agreement, the affected Party shall give notice in writing within five (5) days to the other Party of the amended pertinent information, which shall be attached and incorporated into this Agreement.

N. WAIVER OF JURY TRIAL

NEITHER THE AWARDDEE, SUBCONTRACTOR, NOR ANY OTHER PERSON LIABLE FOR THE RESPONSIBILITIES, OBLIGATIONS, SERVICES AND REPRESENTATIONS HEREIN, NOR ANY ASSIGNEE, SUCCESSOR, HEIR OR PERSONAL REPRESENTATIVE OF THE AWARDDEE, SUBCONTRACTOR OR ANY SUCH OTHER PERSON OR ENTITY SHALL SEEK A JURY TRIAL IN ANY LAWSUIT, PROCEEDING, COUNTERCLAIM OR ANY OTHER LITIGATION PROCEDURE BASED UPON OR ARISING OUT OF THIS AGREEMENT, OR THE DEALINGS OR THE RELATIONSHIP BETWEEN OR AMONG SUCH PERSONS OR ENTITIES, OR ANY OF THEM. NEITHER AWARDDEE, SUBCONTRACTOR, NOR ANY SUCH PERSON OR ENTITY WILL SEEK TO CONSOLIDATE ANY SUCH ACTION IN WHICH A JURY TRIAL HAS BEEN WAIVED. THE

PROVISIONS OF THIS PARAGRAPH HAVE BEEN FULLY DISCUSSED BY THE PARTIES HERETO, AND THE PROVISIONS HEREOF SHALL BE SUBJECT TO NO EXCEPTIONS. NO PARTY HAS IN ANY WAY AGREED WITH OR REPRESENTED TO ANY OTHER PARTY THAT THE PROVISIONS OF THIS PARAGRAPH WILL NOT BE FULLY ENFORCED IN ALL INSTANCES.

O. Assignment

The Awardee shall not assign, transfer, hypothecate or otherwise dispose of this Agreement, including any rights, title or interest therein, or its power to execute such Agreement to any person, company or corporation without the prior written consent of the County.

P. Third Parties

This agreement is intended for the sole and exclusive benefit of the parties and is not intended to benefit any third party nor shall it be deemed to give rise to any rights in any third party.

Q. Survival

The parties acknowledge that many of the obligations in this agreement, including but not limited to Awardee's obligation to indemnify the County, maintain Contract Records, and provide sufficient evidence of CDBG Regulation compliance for the duration of the period in which Awardee is obligated to meet a National Objective or has control over CDBG funds as well as the County's right to inspect and monitor the Project and Awardee for compliance with the HOME Regulations, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Awardee and the County under this agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

R. Autonomy

The Parties agree that this Agreement recognizes the autonomy of and stipulates and implies no affiliation between the contracting parties. It is expressly understood and intended that the Awardee is only a recipient of funding support and is not an agent, employee, servant or instrumentality of the County.

The Awardee is, and shall be, in the performance of all work services and activities under this Agreement, an independent contractor, and not an employee, agent or servant of the County. All persons engaged in any of the work or services performed pursuant to this Agreement shall at all times, and in all places, be subject to the Awardee's sole direction, supervision and control. The Awardee shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the Awardee's relationship and the relationship of its employees to the County shall be that of an independent contractor and not as employees, servants or agents of the County.

The Awardee does not have the power or authority to bind the County in any promise, Agreement or representation other than specifically provided for in this Agreement.

S. All Terms and Conditions Included

This Agreement and its attachments as referenced (Attachment A – Scope of Services; Attachment A1 – Action Steps; Attachment B – Budget; Attachment B-1(A-26) Indemnification and Insurance Requirements; Attachment B-2 – CDBG Program Requirements (Non-Housing Only); Attachment C – Progress Report, Set-Up Forms, Performance & Benefit Data Supplement to Quarterly Expenditure & Progress Report; Attachment D – Information for Environmental Review; Attachment E – Certification, Statements and Affidavits; Attachment F – Publicity, Advertisements and Signage; Attachment G – Fair Subcontracting Policies; Attachment H – Subcontractor/Supplier Listing) contain all the terms and conditions agreed upon by the parties; Attachment I – Agreement to Authorize Examination of Records and Adhere to Records Retention Requirements; Attachment J – Calculation for Use of Program Income from CDBG Activities (Micro-Lenders Only); Attachment K – Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit, and Attachment L –

Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit. No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto.

T. Conflict

In the event that a conflict arises between any prior funding documents and/or agreements governing this development, the terms, provisions and definitions included in this Agreement shall prevail.

In the event that the Subsidy Layering Review (SLR) or Underwriting analysis determine the project's true "gap" financing needs to be less than the maximum award allocated by the Board of County Commissioners, the SLR amount shall prevail and the amount of CDBG funds described in this Agreement shall be subsequently reduced. "Gap" financing means the difference between the amount of financing available for the Project from other sources and the total project cost. In the event Awardee applies for and is awarded by the Board of County Commissioners ("BCC") additional funding for the same Project, as described in this Agreement, a separate Agreement or amendment to this Agreement must be negotiated and executed between Awardee and the County Mayor or Mayor's designee. Any differences between the terms and conditions set forth in this Agreement and the subsequent funding award shall require a negotiation between the Parties in order to resolve those differences. Awardee understands and acknowledges that changes to the Project or Activities described in this Agreement may not be accomplished by applying for and being awarded subsequent funds by the BCC. In the event that Awardee applies for and is awarded by the BCC funding for an additional phase of the same Project, a separate agreement must be negotiated and executed between the Parties. Under no circumstances shall Awardee assert that a subsequent application for and award of funds for the same project constitutes an amendment of this Agreement. Awardee expressly assumes any and all risk of loss or damage associated with a subsequent application for and award of funds for the same Project where such subsequent application by Awardee includes terms which conflict with the terms of this Agreement.

U. Interpretation

Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine or neuter as the context requires.

V. Survival

The parties acknowledge that any of the obligations in this Agreement, including but not limited to the Awardee's obligation to indemnify the County, will survive the term, termination and cancellation hereof. Accordingly, the respective obligations of the Awardee and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

W. Corporate Governance

A Not-for-Profit Awardee shall abide by and be governed by chapter 617, Florida Statutes, particularly sections 617.0830 through 617.0835 as amended, which are incorporated herein by reference as if fully set forth herein in connection with its Agreement obligations hereunder.

A For-Profit Awardee shall abide by and be governed by chapter 607, Florida Statutes, particularly sections 607.0830 through 607.0833, as amended, which is incorporated herein by reference as if fully set forth herein in connection with its contractual obligations hereunder.

X. Miami-Dade County Implementing Order: IO 4-132 will apply to this Agreement. This Implementing Order requires the County to charge Awardee applicable fees as outlined below:

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT SERVICE RATE SCHEDULE		
Fee Name	Proposed Fee (FY 2022- – 23)	Fee Due
Construction Inspection Fee	\$1,500.00	At Loan Closing

Contract Extension/Modification Fee (Multi-Family Development Loans Only)	\$2,500.00	At Time of Request for Extension
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[SIGNATURES APPEAR ON THE FOLLOWING PAGES]

IN WITNESS THEREOF, the parties hereto have caused this contract to be executed by their undersigned officials as duly authorized, this 14th day of February 2025.

AWARDEE

REBUILDING TOGETHER MIAMI-DADE, INC.

By: Martina Spolini

Martina Spolini

Type or Print Name

Date: 01/17/2025

Witnesses:

By: Alex Allende

Alex Allende

Type or Print Name

Date: 01/17/2025

By: Samantha Pryde

Samantha Pryde

Type or Print Name

Date: 01/17/2025

Resolution #: R-671-24

Awardee's Fiscal Year Ending Date:

Federal ID Number: _____

CORPORATE SEAL

[County Signature on Following Page]

ATTEST: Juan Fernandez-Barquin
Clerk of the Court and Comptroller

By: Eva Osorio
(Deputy Clerk Signature)

Print Name: Eva Osorio - e405757

Date: 2/14/2025



MIAMI-DADE COUNTY, FLORIDA,
A political subdivision of the State of Florida
Cathy Burgess, Chief Community Services Officer

By: [Signature]
County Mayor or Mayor's Designee

Date: 2/13/25

FY 24-Rebuilding Together Miami-Dade-Housing Rehabilitation

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1	Contract Development Phase		0.00			
1.1.1	submit requirement documents with Environmental Review (ER) form [see attachment D in the Contract]	Agency	0.00			
1.1.2	environmental review process	Environmental Specialist	0.00			
1.1.3	submittal of scope and budget	Agency	0.00			
1.1.4	scope and budget review by Public Housing and Community Development (PHCD) Project Manager (PM)	Project Manager	0.00			
1.1.5	review eligibility of activity	Planner, IDIS Specialist, Project Manager	0.00			Information used from Consolidated Plan
1.1.6	meet with stake holders	All	0.00			
1.1.7	prepare and assemble CDBG contract with Attachments A to H	Project Manager	0.00			
1.1.8	submit CDBG contract for agency signature to execute	Project Manager	0.00			
1.1.9	return signed CDBG contract to PHCD for final processing	Agency	0.00			
1.1.10	submit CDBG contract to Miami-Dade County Mayor's Office	PM Supervisor and PM Manager	0.00			
1.1.11	receive and distribute executed CDBG Contract	Project Manager	0.00			
	Milestone Review					
1.2	Marketing Phase		0.00			
1.2.1	publicize program	Agency	0.00			
1.2.2	submit copy of publications to PHCD	Agency	0.00			
1.2.5	Identify potential recipients - name, addresses, telephone number & income	Agency	0.00			
	Milestone Review					
1.3	Programmatic Phase		0.00			
1.3.1	Environmental clearance letter	Environmental Specialist	0.00			
1.3.2	submit insurance certificate to PHCD - Attachment B1 of contract	Agency	0.00			
1.3.3	submit insurance to Miami-Dade Risk Management for approval	Project Manager	0.00			
1.3.4	submit payments request to PHCD- monthly basis	Agency	0.00			

ID	Task Name	Required Resource	Enter in the % of Task Completed (as of today)	Enter in the Start Date of Task	Calculated End Date of Task	Notes:
1.3.5	submit quarterly progress report (Due no later than 10 days after the end of the quarter)	Agency	0.00			
1.3.6	submit procurement policies to PHCD	Agency	0.00			
1.3.7	review and approve procurement policies	Project Manager	0.00			
1.3.8	submit accounting policies to PHCD	Agency	0.00			
1.3.9	review and approve accounting policies	Project Manager	0.00			
1.3.10	provide a complete inventory of all capital equipment to PHCD - \$700 or more	Agency	0.00			
1.3.11	submit inventory list to Miami Dade GSA	Project Manager	0.00			
1.3.12	submit copy of prior year audit report	Agency	0.00			
1.3.13	provide copy of program income tracking - report income immediately	Agency	0.00			
1.3.14	review and approve program income	Project Manager	0.00			
	submit copy of client in-take form to PHCD for approval					
1.3.15	<i>Milestone Review</i>					
1.3.16	Participant Eligibility Phase					
1.3.17	determine that each participant is income eligible by determining the family's annual income.					
	Examine the source documents evidencing annual income (e.g., wage statement, interest statement, unemployment compensation statement) for the family					
1.3.18						
1.3.19	<i>Milestone Review</i>					
1.5	Close Out Phase		0.00			
1.5.1	submit final progress report	Agency	0.00			
1.5.2	submit final payment	Agency	0.00			
1.5.3	submit LMI information to PHCD's Compliance Unit	Project Manager	0.00			
1.5.4	review LMI information	Compliance Unit	0.00			
1.5.5	print out copy of Finance balance	Project Manager	0.00			
1.5.6	report accomplishment in IDIS	IDIS Specialist	0.00			
	<i>Milestone Review</i>					

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT



FY 2024 Scope of Services
December 1, 2024, through June 30, 2026
Rebuilding Together Miami-Dade, Inc.

1. - ACTIVITY TITLE:	Housing Rehabilitation
IDIS #:	TBD
RESOLUTION #:	R-671-24
UEI #:	JF32E68WN3W9
2. - ACTIVITY DESCRIPTION:	Provide Housing Rehabilitation Assistance for Residents (District 7)
2a – Activity Category:	Housing
2b. – Objective:	Create suitable living environments
2c. – Outcome:	Availability/Accessibility
3. - APPROVED BY BCC:	\$15,391.40 of 2024 CDBG CDF 7; \$450,000.00
Other Funding Amount/Sources:	\$0.00
Total Project Cost:	\$465,391.40
4. - HUD INFORMATION:	
4a. – HUD matrix code:	14A
4b. – HUD Activity Type:	Rehabilitation; Single-Unit Residential
4c. – HUD National Objective	LMH 570.208(a)(3)
5. - ACCOMPLISHMENTS:	
5a. – Total Number of Units: *	15
5b. – Type:	Households
5c. – HOME Set-aside units	
5d. – HOME projects; Date Authority to Use Grant Funds was received	
6. - NATIONAL OBJECTIVE:	
Total # of Low/Mod in Service Area:	N/A
Census Tract:	
Block Group:	
7. - ACTIVITY ADDRESS:	3628 Grand Avenue, Miami, FL 33133
8. - LOCATION:	
Eligible Block Group (Activity located in):	N/A
Commission District (Activity located in):	7
9. - LABOR STANDARDS	

☐ 12 or more
HOME-assisted units

☒ Expenditure of more
than \$2,000 in CDBG
funds for construction

☐ Not Applicable


10. - SECTION 3 applicable

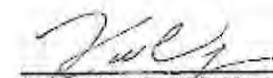
☒ Yes

☐ No

For non-housing activities - *Metropolitan Significance: Applicants proposing activities in an entitlement jurisdiction must be able to explain and demonstrate that the awarded activity is of Metropolitan Significance; Defined as 1.) A project necessary to further the purposes of the Housing and Community Development Act of 1974; 2.) A project necessary to further the purposes of Miami-Dade County's Community Development objectives and; 3.) A project with a reasonable benefit to __8__ residents within Miami-Dade County's entitlement jurisdiction boundaries

Portfolio Manager: Sherika McElroy-Smith

 12/26/24
Mohammed Rasheduzzaman, AICP (Signature) and Date
Principal Planner

 12/31/2024
Xavier Vega, HCD Manager, and Date

**CDBG Detailed Scope of Services
December 1, 2024– June 30, 2026**

Name of Department:	Rebuilding Together Miami-Dade (RTMD)
Activity Title:	Homeowner Rehabilitation Program (CDBG-CDF 7)
Funding Amount:	\$465,391.40

1. Agency Information:

Provide a brief description of your department.

Rebuilding Together Miami-Dade (RTMD) is a nonprofit organization dedicated to preserving affordable housing and strengthening communities. We provide essential home repairs at no cost to low-income homeowners, ensuring they can remain safely in their homes. Our work focuses on creating healthy, accessible living spaces while preventing displacement and protecting existing affordable housing in our communities.

Mission: Repairing homes, revitalizing communities, rebuilding lives.

Vision: A safe and healthy home for every person.

2. Proposed Activity:

Provide a brief description of the proposed activity, including who will carry it out, how low-to-moderate income persons will be served, and the location of the activity. Include the estimated number of clients benefiting from the activity and other measurable outcomes, if applicable.

For facility improvement or construction activities, please provide a scope of work for each county-owned facility and describe the type of work to be performed (specify if it is new construction or facility improvements), the location of the site, and who the facility will serve.

Eligible homeowners in Miami-Dade County District 7 will receive essential home rehabilitation services to ensure their safety and well-being. Services include roof repair or replacement, accessibility improvements, and various interior and exterior repairs. To qualify, all participating homeowners must meet Miami-Dade County's low-to-moderate income requirements based on Area Median Income (AMI).

The project operates under the leadership of the Executive Director, who coordinates with the Programs Manager and Construction Manager to oversee daily operations. These managers work directly with contractors and subcontractors to ensure all work meets local regulations and is completed professionally and efficiently. Community members may participate through volunteer opportunities, helping raise awareness about substandard housing conditions while supporting our low-income neighbors through meaningful service.

3. Service Area/Address:

Describe the area to be served by the activity or provide the site address.

Various addresses in Miami-Dade County District 7.

REBUILDING TOGETHER MIAMI-DADE, INC.
HOUSING REHABILITATION DIST 7
Community Development Block Grant

BUDGET SUMMARY

MAJOR CATEGORIES	CDBG	NON-PHCD	TOTAL FUNDING
1. Personnel Payroll - Direct Expense	\$ 69,808.71	\$ -	\$ 69,808.71
2. Contractual Services - Direct Expense	\$ 375,582.69	\$ -	\$ 375,582.69
3. Rent & Utilities - Indirect Expenses	\$ 15,000.00	\$ -	\$ 15,000.00
5. Contract Services - Indirect Expenses	\$ 5,000.00	\$ -	\$ 5,000.00
TOT CDBG	\$ 465,391.40	\$ -	\$ 465,391.40

OTHER FUNDING SOURCES (Non-PHCD):

Total	\$0
-------	-----



INDEMNIFICATION AND INSURANCE – B-1 (A26)

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

The Grantee shall furnish to **Miami-Dade County, c/o Public Housing and Community Development, 701 NW 1st Court, 14th Floor, Miami, FL 33136**, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the Grantee as required by Florida Statute 440.
- B. Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Policy must be endorsed to include Abuse and Molestation coverage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage.

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:

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

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.

CERTIFICATE HOLDER MUST READ:

**MIAMI-DADE COUNTY
111 NW 1st STREET
SUITE 2340
MIAMI, FL 33128**



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT B-2

Community Development Block Grant (CDBG) Program

- A. **Schedule of Units** – For Awardees undertaking the development of for-sale ownership or rental housing, the description of the proposed units to be completed is as follows (to be completed by Awardee):

Schedule of Units

Unit Description	Total Number of Units	Total Number Set-Aside Units	Square Feet	Sale Price/Net Rent Amount	% of AMI
Efficiency/Studio				\$	%
1 Bedroom/1 Bath				\$	%
2 Bedroom/1 Bath				\$	%
2 Bedroom/1.5 Bath				\$	%
2 Bedroom/2 Bath				\$	%
3 Bedroom/1 Bath				\$	%
3 Bedroom/1.5 Bath				\$	%
3 Bedroom/2 Bath				\$	%
4 Bedroom/2 Bath				\$	%
4 Bedroom/2.5 Bath				\$	%
Other				\$	%
Total					

For Awardees undertaking rental housing, the Awardee agrees with respect to the Development for the period beginning on the date of recordation of the Mortgage and Security Agreement securing the PHCD Loan, that:

1. The Awardee shall designate and set-aside _____ units for very low, low-income, or moderate income families in the configuration as described in the Schedule of Units referenced herein.
2. At the very minimum, the Awardee shall be required to equip each unit with the following: refrigerator, oven, carpeting/tile, and central air conditioning.
3. Each unit shall meet the energy efficiency standards promulgated by the HUD Secretary.
4. The Awardee must verify that all households assisted have annual incomes that do not exceed 80% of the Area Median Income (AMI). The awardee must report to PHCD the number of set-aside housing units completed and occupied, including demographic information on each head of household.

B. Awardee Obligations and Duties

1. The Awardee shall begin construction no later than twelve (12) months after execution of the _____ RFA Funding Agreement. All construction shall be completed within twenty-four (24) months of execution of the Agreement. Construction is completed when a Certificate of Occupancy (CO) is issued.
2. The Awardee shall submit to PHCD, in writing, all requests for project construction start-up and completion extensions, including a revised timetable for completion of the project. Such written requests must be submitted to PHCD at least sixty (60) days prior to the expiration date of the contract or amendment. If the extension request is not timely submitted, the funding award shall be automatically forfeited by the Awardee.
3. The Awardee shall obtain prior written approval from PHCD before undertaking any and all changes to the project, including, but not limited to changes in the proposed unit sales prices or rents (as applicable), start-up and completion date extension request, unit set-aside, floor plans and amounts to be contributed towards closing. The Awardee shall send PHCD notice of such changes within thirty (30) days of any such increase.
4. The Awardee shall execute a Rental Regulatory Agreement, Note, and Mortgage delineating a set-aside of units that is proportionate to the level of funding received pursuant to the funding sources.
5. The Awardee shall forward to PHCD within fifteen (15) days of execution of this contract an Affirmative Marketing Program to attract and identify prospective renters or homebuyers (as applicable), regardless of sex, of all minority and majority groups, to the Project, particularly groups that are not likely to be aware of the Project. The Marketing Plan should include efforts designed to make such persons/groups aware of the available housing, including, but not limited to the following activities:

Submit proof of advertising in The Miami Herald, Diario Las Americas, Miami Times, or an equivalent newspaper in an effort to afford all ethnic groups the opportunity to obtain affordable housing. The Awardee shall provide proof of other special marketing efforts including advertising Multiple Listings Service (MLS) through a licensed real estate professional.

6. The Awardee shall provide PHCD with a complete set of permitted plans, approved specifications, and permits for each building or unit model, as applicable, upon approval by the appropriate controlling municipality prior to commencing construction.
7. The Awardee shall provide to PHCD for approval prior to awarding the construction contract for the Development, the name of the General Contractor.
8. Prior to the commencement of construction, the Awardee shall provide to PHCD the General Contractor's Payment & Performance Bond (P&PB). At PHCD's discretion, based on the Awardee's organizational capacity, track record, and experience, an irrevocable Stand-by Letter of Credit may be accepted in lieu of the P&PB. In such event, the Letter of Credit must be issued by a Florida chartered bank or national bank operating in Florida in the amount of ten percent (10%) of the construction contract amount, in US funds, with Miami-Dade County listed as the beneficiary.
9. The Awardee shall schedule a Pre-Construction Conference with PHCD at least sixty (60) days prior to the commencement of construction.

10. The Awardee shall provide PHCD with a written commitment for construction financing from a financial institution(s) at the time of construction loan closing.
11. The Awardee agrees to notify PHCD in writing within fourteen (14) days of any key personnel or location changes in the management company.
12. During the Design Stage, the Awardee shall obtain Professional Liability Insurance in the name of the Awardee or the licensed design professional employed by the Awardee in an amount of not less than \$250,000, and shall furnish to PHCD the relevant Certificates of Insurance evidencing the prescribed insurance coverage in accordance with ATTACHMENT B-1 of this contract.

C. PHCD OBLIGATIONS AND DUTIES

1. PHCD shall manage its own disbursements and act as the disbursement agent for all construction loan funding draws.
2. PHCD will monitor the project for adherence to plans, unit layout and deadlines for project completion in accordance with the Contract and the Scope of Services.
3. PHCD shall forward to the County's Risk Management all required and applicable Certificate(s) of Insurance.
4. PHCD shall disburse the awarded funding only after the Awardee closes on the construction loan, all required loan documents have been recorded, and the Awardee has timely submitted funding draw requests and relevant invoices in the prescribed manner and as satisfactory to PHCD.
5. PHCD shall notify the Awardee of any address/location changes to PHCD's contact information within forty-five (45) days of its occurrence.

D. NATIONAL OBJECTIVE

In accordance with 24 CFR Section 570.208 of the federal regulations, the Awardee shall be required to achieve the national objective of ***Benefit to Low and Moderate Income Persons or Households (LMI)***. For activities designed to meet the LMI national objective, the Awardee shall ensure and maintain documentation, acceptable to PHCD in its sole discretion that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity that provides benefit to persons where no less than 51% of those benefitted are low- and moderate-income persons with household incomes at or below 80% of Area Median Income (AMI), as further defined in the chart below:

Miami-Dade County: FY 2024 Income Limits Summary

As of May 1, 2024		Number of Persons in Family							
Area Median Income	Income Limits	1	2	3	4	5	6	7	8
\$79,400	30% of AMI	\$23,850	\$27,250	\$30,650	\$34,050	\$36,800	\$39,500	\$42,250	\$44,950
	50% of AMI	\$39,750	\$45,400	\$51,050	\$56,750	\$61,300	\$65,850	\$70,400	\$74,950
	80% of AMI	\$63,550	\$72,650	\$81,700	\$90,800	\$98,100	\$105,350	\$112,600	\$119,900

(NOTE: Income Limits subject to change annually.)

Source: <https://www.huduser.gov/portal/datasets/il/il2022/2022summary.odn>

The Awardee may achieve the LMI national objective by undertaking activities that fall under one of four (4) primary LMI categories:

1. To benefit Low Mod Area (LMA)

For activities designed to meet the LMI national objective category of Low Moderate Area Benefit (LMA), the Awardee shall ensure and maintain documentation, acceptable to PHCD in its sole discretion that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity that provides benefit to residents in a particular area, where at least 51% of the residents are LMI persons.

The service area of the activity must be primarily residential and the activity must meet the identified needs of LMI persons. A service area is considered to meet the test of being LMI if at least 51% of the persons residing in the service area are low- to moderate-income, as determined by:

- a. the most recently available decennial Census information, together with the Section 8 income limits that would have applied at the time the income information was collected by the Census Bureau; or
- b. a current survey of residents of the service area.

If the proposed activity's service area is generally the same as a census tract or block group, then the Census data may be used to justify the income characteristics of the area served.

2. To benefit Low Mod Limited Clientele (LMC)

For activities designed to meet the LMI national objective category of Low Moderate Limited Clientele (LMC), the Awardee shall ensure and maintain documentation, acceptable to PHCD in its sole discretion that conclusively demonstrates that each activity assisted in whole or in part with CDBG funds is an activity in which no less than 51% of the beneficiaries of the activity are LMI persons. Activities in this category provide benefits to a specific group of persons rather than everyone in an area. It may benefit particular persons without regard to their residence, or it may be an activity that provides a benefit to only particular persons within a specific area. With respect to determining the beneficiaries of activities as LMI and qualifying under the limited clientele category, activities must meet one of the following tests:

- a. Benefit a clientele that is generally presumed to be principally LMI. This presumption covers abused children, battered spouses, elderly persons, severely disabled adults, homeless persons, illiterate adults, persons living with AIDS and migrant farm workers; or
- b. Require documentation on family size and income in order to show that at least 51% of the clientele are LMI; or
- c. Have income eligibility requirements limiting the activity to LMI persons only; or
- d. Be of such a nature and in such a location that it can be concluded that clients are primarily LMI.

3. Low Mod Job Creation or Retention Activities (LMJ)

The job creation and retention Low Moderate Job (LMJ) benefit national objective category addresses activities designed to create or retain permanent jobs, at least 51% of which, computed on a full-time equivalent basis, will be made available to, or held by,

LMI persons. For Awardees undertaking activities to create jobs, there must be documentation indicating that at least 51% of the jobs will be held by, or made available to LMI persons. For Awardees undertaking activities that retain jobs, there must be sufficient information documenting that the jobs would have been lost without the CDBG assistance and that one or both of the following applies to at least 51% of the jobs:

- a. The job is held by a LMI person; or
- b. The job can reasonably be expected to turn over within the following two years and steps will be taken to ensure that the job will be filled by, or made available to, a LMI person. For the purpose of determining if the preceding requirements are met, a person may be presumed to be LMI if:
 - i. He/she resides in a Census tract/block numbering area that has a 20% poverty rate (30% poverty rate if the area includes the central business district); and the area evidences pervasive poverty and general distress; or
 - ii. He/she lives in an area that is part of a Federally-designated Empowerment Zone (EZ) or Enterprise Community (EC); or
 - iii. He/she resides in a Census Tract/block numbering area where at least 70% of the residents are LMI.

4. Low Mod Housing Activities (LMH)

The housing category of LMH benefit national objective qualifies activities that are undertaken for the purpose of providing or improving permanent residential structures which, upon completion, will be occupied by LMI households. In order to meet the housing LMI national objective, structures with one unit must be occupied by a LMI household. If the structure contains two units, at least one unit must be LMI occupied. Structures with three or more units must have at least 51% occupied by LMI households.

- a. Rental buildings under common ownership and management that are located on the same or contiguous properties may be considered as a single structure.
- b. For rental housing, occupancy by LMI households must be at affordable rents as established annually by the U.S. Department of Housing and Urban Development (HUD) and consistent with standards adopted and publicized by PHCD.

The Awardee shall comply with all applicable provisions of 24 CFR Part 570 and shall carry out each activity in compliance with all applicable federal laws and regulations described therein. If the Awardee is a primarily religious entity, it shall comply with all provisions of 24 CFR 570.200 (j).

For Housing, Rehabilitation, and Construction activities, all conditions in this section will apply throughout the regulatory period identified in the national objective. Throughout that period, the Awardee will be required to submit an annual report regarding its compliance with the national objective, and PHCD will have the right to monitor the activity.

The Awardee shall comply with all applicable uniform administrative requirements as described in 24 CFR 570.502.



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
QUARTERLY EXPENDITURE AND PROGRESS REPORT
FY 20 _____

Reporting Period:

☐ 1st Quarter [Jan-Mar] ☐ 2nd Quarter [Apr-Jun] ☐ 3rd Quarter [Jul-Sept] ☐ 4th Quarter [Oct-Dec] / Annual Report

Section I: General Information

Recipient Name (Organization): _____

Contact Person (Name & Title): _____ Telephone Number: _____

Activity Name (Project Title): _____

Activity Address: _____

Activity Description: _____

IDIS #: _____ Funding Source: _____ Funded Amount: _____ Program Income: (if applicable) \$ _____

Activity Category:

☐ Administration ☐ Capital Improvement ☐ Economic Development ☐ Historic Preservation ☐ Public Service
☐ Housing ☐ Homebuyer Assistance ☐ Tenant-Based Rental Assistance (TBRA) ☐ Homeless Housing

Objective: ☐ Create suitable living environments ☐ Provide decent affordable housing ☐ Create economic opportunities**Outcome:** ☐ Availability/Accessibility ☐ Affordability ☐ Sustainability

Section II: Financial Information At the time the Awardees has been paid or otherwise received fifty percent (50%) and seventy percent (70%) of the Agreement Funds, the Awardees reporting these expenditures must submit documentation to show that Awardees has accomplished 50% and 70%, respectively, of the Activities described herein.

A	B	C	D	E	F	G	H
Category	Approved Budget	Total Expended [This Quarter]	Actual Expenditures Cumulative [Through end of this quarter]	Reimbursed Cumulative [Through end of this quarter]	Cumulative Percentage [B & D]	Projected Expenditures [Next Quarter]	Projected Cumulative Expenditures [By end of Contract Period]
Personnel	\$	\$	\$	\$	%	\$	\$
Contractual	\$	\$	\$	\$	%	\$	\$
Operating Costs	\$	\$	\$	\$	%	\$	\$
Commodities	\$	\$	\$	\$	%	\$	\$
Capital Outlay	\$	\$	\$	\$	%	\$	\$
TOTAL	\$	\$	\$	\$	%	\$	\$

Program Income The disposition of Program Income not specifically listed in the approved Program Income budget requires prior written approval from PHCD.

1. Does this activity generate Program Income? ☐ Yes ☐ No

2. If yes, indicate the amount generated this quarter. \$ _____



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
QUARTERLY EXPENDITURE AND PROGRESS REPORT
FY 20 _____

ACTIVITY STATUS AND ACCOMPLISHMENT INFORMATION

1. Activity Status: ☐ Cancelled ☐ Underway ☐ Completed
2. Environmental Status: ☐ A=Exempt ☐ C=Completed ☐ D=Underway
3. Is this activity still in compliance with the original project schedule? ☐ Yes ☐ No

Section III: ☐ **Work in Progress** [On-going Activities] ☐ **50% and 70% benchmark**

☐ **Accomplishment Narrative** [Activity Completed]

Check appropriate box and reference the Scope of Services, included in your contract, as the basis for reporting the work in progress or accomplished in a brief narrative format. [@ Attach Scope of Services]

Section IV: Other Supporting Efforts

Provide a description, using quantifiable data, of all other supporting efforts that have begun, partially implemented, or completed during this period.

Section V: Problems Encountered

Provide a brief description of any problems or delays encountered during this period or anticipated.

Section VI: Technical Assistance

If your organization has a need or anticipate a need for technical assistance during this period, please describe the nature of the assistance required.

Section VII: Performance Measurement

*Notes: A Supplemental Performance & Benefit Data Report must be submitted if any actual achievements are reported during this reporting period and all HOME funded projects must submit applicable activity set-up form.

Accomplishment Type: ☐ People [01] ☐ Households [04] ☐ Businesses [08] ☐ Organizations [09]
☐ Housing Units [10] ☐ Public Facilities [11] ☐ Jobs [13]

National Objective: ☐ Area Wide Benefit [e.g. LMA, LMAFI, LMASA, SBA] -or- ☐ Direct Benefit [e.g. LMC, LMH, LMJ]

People or Households - Achievements: ☐ Yes ☐ No

If yes, what is the accomplishment type? ☐ People -or- ☐ Households

	People		Households (LMH activities only)		
	Total People	Low / Mod	Total Households	Low / Mod	Female Headed
Projected Goal					
Actual This Quarter					
Actual Cumulative					

Supplemental Report Attached Y / N _____ Performance & Benefit Data:



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
QUARTERLY EXPENDITURE AND PROGRESS REPORT
FY 20 _____

☐ Housing -or- ☐ Public Service & Administration -or- ☐ Capital Improvement & Public Facilities

Housing Units ▪ Achievements: ☐ Yes ☐ No

	Owner	Rental	Buyer	Total
Projected Goal				
Actual This Quarter				
Actual Cumulative				

Supplemental Report Attached Y / N _____ ☐ Performance & Benefit Data: Housing

Jobs or Businesses ▪ Achievements: ☐ Yes ☐ No

If yes, what is the accomplishment type? ☐ Jobs -or- ☐ Businesses

	Total Job Count		Total Weekly Hours		Percent
Jobs Created	Full-Time (FT)	FT Low / Mod	Part-Time (PT)	PT Low / Mod	Low / Mod Jobs
Projected Goal					
Actual This Quarter					
Actual Cumulative					

Assistance to Businesses **Projected Goal** **Actual This Quarter*** **Actual Cumulative**

New Businesses			
Existing Businesses			
Total			

Supplemental Report Attached Y / N _____ ☐ Performance & Benefit Data: Economic Development

PERFORMANCE CERTIFICATION: ☐ This certifies that No Accomplishments occurred during this Quarter.

Initials _____

NOTE: Submittal of Supplemental Form – Performance & Benefit Data is not required at this time based on the certification that no accomplishments occurred during this quarter.

CERTIFICATION

This is to certify that the data and other information provided in this Report is correct, based on official accounting system and records, and that expenditures and obligations shown have been made for the purpose of and in accordance with applicable Terms and Conditions of the Contract and Funding Requirements.

Report Prepared by: _____ Title: _____ Date: _____
Print Name

Signature of Certifying Official: _____ Title: _____ Date: _____

FOR PHCD USE ONLY

Activity IDIS Number: _____

Report ☐ is / ☐ is not complete • Report ☐ is / ☐ is not accurate

Initial review for completeness and accuracy completed by – Name: _____

Project Manager

Name: _____ Date: _____
Supervisor

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



This material is available in an accessible format upon request.

CD/14/51712



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

PERFORMANCE & BENEFIT DATA: PUBLIC SERVICES –OR– ADMINISTRATION Supplement to Quarterly Expenditure & Progress Report FY 20 _____

Recipient Name: _____
 Activity Name: _____
 IDIS#: _____ Activity Category: _____
 HUD Activity Matrix Code: _____ Accomplishment Type: _____
 HUD Matrix Code Description: _____

Reporting Period	
1 st Quarter [Jan-Mar]	<input type="checkbox"/>
2 nd Quarter [Apr-Jun]	<input type="checkbox"/>
3 rd Quarter [Jul-Sept]	<input type="checkbox"/>
4 th Quarter [Oct-Dec] / Annual Report	<input type="checkbox"/>

PROJECT CATEGORY	ACCOMPLISHMENT TYPE / MEASURES	ACCOMPLISHMENT UNITS COMPLETED
<input type="checkbox"/> Public Service	<input type="checkbox"/> People –or– <input type="checkbox"/> Households	_____ # of Persons Served
<input type="checkbox"/> Administration (Fair Housing Activities)	Low & Moderate Income	_____ # of Households Served
		_____ # of Low & Moderate Income

PART 1 - PERFORMANCE MEASUREMENT & ACCOMPLISHMENT INFORMATION

Instructions & Applicability: National Objectives include LMA, LMC, LMH, SBA, SBR, SBS or URG

- Total benefiting for program year: _____
- Counts by Households (H) -or- Persons (P): _____
- Of those assisted, enter the number that:
 - Now have **New Access** to this service or benefit

 - Now have **Improved Access** to this service or benefit

 - Now receive a service or benefit that is **No Longer Substandard**

 - Total**

PART 2 - BENEFICIARY INFORMATION

- Complete the Direct Benefit Information in the table below for the service or benefit provided for this activity.

DIRECT BENEFIT DATA: ☐ PERSONS –OR– ☐ HOUSEHOLDS

RACE & ETHNICITY CATEGORY

Instructions: (1) Indicate the total number of persons or households served in each Racial Category for this reporting period and the cumulative total. (2) From the total number depicted in each Racial Category, indicate the numbers that are of Hispanic Ethnicity for this reporting period and the cumulative total.

Racial Categories	Report Period Totals		Cumulative / YTD Totals	
	Race Total #	Ethnicity # Hispanic	Race Total #	Ethnicity # Hispanic
White [11]				
Black / African American [12]				
Asian [13]				
American Indian / Alaskan Native [14]				
Native Hawaiian / Other Pacific Islander [15]				
American Indian / Alaskan Native & White [16]				
Asian & White [17]				
Black / African American & White [18]				
American Indian or Alaskan Native & Black / African American [19]				
Other / Multi Racial [20]				
Totals				



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
PERFORMANCE & BENEFIT DATA: PUBLIC SERVICES –OR- ADMINISTRATION
Supplement to Quarterly Expenditure & Progress Report
FY 20 _____

OTHER DIRECT BENEFIT INFORMATION

Income Levels	Report Period Totals	Cumulative / YTD Totals
	Total Number	Total Number
Extremely Low (30% or less)		
Low (31% - 50%)		
Moderate (51% - 81%)		
Non Low/Mod (81% or greater)		
Totals		
Number of Female Headed Households		

AREA BENEFIT INFORMATION [if applicable]

Census (C) or Survey (S) Data Used: _____ If (S), enter # of Low/Mod & Total Population: _____
Total # of Low/Mod in Service Area: _____ Total Low/Mod Universe Population in Service Area: _____
Percent of Low/Mod in Service Area: _____
Census Tract: _____ Block Groups: _____
Census Tract: _____ Block Groups: _____
Census Tract: _____ Block Groups: _____

PART 3 - ELIGIBLE BLOCK GROUP INFORMATION

Is this activity, business, and/or individual located and/or lives in an eligible block group that is at least 70% low mod?
☐ Yes ☐ No

If yes, the census tract # and eligible block group percentage must be identified, as applicable, using the maps provided via Miami-Dade County's website – <https://gisweb.miamidade.gov/communityservices/>.

Instructions: Type the activity address into the blank space under Community Services. At the bottom of the screen click on the tab titled "Demographics". Click on the "Business Incentive" tab. Next, click (\$) symbol in upper right corner and reenter activity address. On the right of the page, business incentives will appear, click on **Community Development Block Group**, must have at least 70% low mod residents. **A copy of the printout must be included with this report.**

Provide the following information:

<u>Location/Address(street/city/zip)</u>	<u>Census Tract #</u>	<u>% of Low/Mod</u>
_____	_____	_____
_____	_____	_____
_____	_____	_____
_____	_____	_____

PART 4 - LEVERAGING OF FUNDS (Other Funding Sources)

\$ _____	1. CDBG Funds	\$ _____	5. Other Federal Funds
\$ _____	2. HOME Funds	\$ _____	6. State / Local Funds
\$ _____	3. ESG Funds	\$ _____	7. Private Funds
\$ _____	4. Section 108 Loan Guarantee	\$ _____	8. Other: _____
			Name of Funding Source
		\$ _____	Total Funds



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
PERFORMANCE & BENEFIT DATA: PUBLIC SERVICES –OR- ADMINISTRATION
Supplement to Quarterly Expenditure & Progress Report
FY 20 _____

@ REQUIRED ATTACHMENTS (If applicable): (1) Data verifying family size and annual income of each person receiving the benefit; (2) printout of Eligible Block Group map, if applicable; & (3) any other required document as described in the Contract or Scope of Services, or as instructed by the County.

Report Prepared by: _____ Title: _____ Date: _____
Print Name

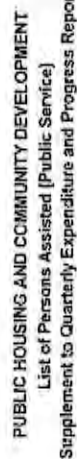
Signature of Certifying Official: _____ Title: _____ Date: _____

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



This material is available in an accessible format upon request.

CD/18/111021V2



Persons Assisted			Status		Address			Census Tract / Eligible Block Group % (EBG)	
Last Name	First Name	New	Existing	House Number	Direction	Street Name	Street Type	Lives in EBG?	http://www.miamidads.gov/CommunityServices/ (must be at least 70% low mod)
1		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
2		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
3		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
4		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
5		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
6		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
7		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
8		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
9		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
10		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
11		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
12		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
13		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
14		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
15		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
16		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
17		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
18		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
19		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
20		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
21		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
22		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
23		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
24		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
25		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
26		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
27		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
28		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
29		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
30		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
31		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
32		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
33		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
34		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
35		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
36		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
37		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
38		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
39		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
40		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
41		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
42		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
43		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
44		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
45		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
46		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
47		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
48		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
49		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
50		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
51		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
52		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
53		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
54		<input type="checkbox"/>	<input type="checkbox"/>					<input type="checkbox"/> Yes <input type="checkbox"/> No	
55		<							

INSTRUCTIONS

1. Fill in name of the person for which Public Services were provided.
2. Enter a check mark in the column that matches the person status (New—or—Existing).
3. Enter the complete address of the person assisted, e.g., House Number, Direction, Street Name, & Street Type.
4. Enter Yes or No as applicable if the person lives in a low mod EBG (at least 75%).
5. If yes, New EBG map at <http://gisweb.miamidade.gov/CommunityServices/> to determine Census Tract # and Community Development Block Group % of low mod residents (must be at least 75%).

COM2312132:482

PHCD SUBMITTAL OF PUBLIC SERVICE CHECKLIST

Agency	
Activity Name	
Funding Source / Year	
Amount /IDIS #	

DOCUMENTS SUBMITTAL

1. **Low-Mod Clientele (LMC)** – Documentation showing that the activity is designed for and used by a segment of the population presumed by HUD to be LMI persons; for example:

- ☐ Abused children,
- ☐ Battered spouses,
- ☐ Elderly persons (family whose head, spouse, or sole member is a person aged 62 or older),
- ☐ Severely disabled,
- ☐ Homeless persons,
- ☐ Illiterate adults,
- ☐ Persons living with AIDS,
- ☐ Migrant farm workers

REQUIRED DOCUMENTATION– NO EXCEPTIONS

2. General CDBG Intake Eligibility Form (Current Income Must be Attached – Select 1 below)
All social security numbers must be redacted

	Yes	No
<input type="checkbox"/> Pay Stub(s)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Aid to Families with Dependent Children (AFDC) or Temporary Assistance to Needy Families (TANF)	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Food Stamp Official Print out Letter	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Unemployment Benefits Letter with Amount	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Proof of Child Support or Alimony	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Proof of SSA/SSI or Veteran's Benefits	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Proof of Retirement Income	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> Other Income	<input type="checkbox"/>	<input type="checkbox"/>

Obtain documentation that shows the client lives at the address which is located in an Eligible Block Group – Select 1 below

	Yes	No
* Proof of location:		
* Child(ren) School Records (showing home address)	<input type="checkbox"/>	<input type="checkbox"/>
* Driver License	<input type="checkbox"/>	<input type="checkbox"/>
* Utility Bill (FPL, Water & Sewer, etc)	<input type="checkbox"/>	<input type="checkbox"/>

NOTE: SHOULD ANY OF THE ABOVE NOT BE PROVIDED, QUARTERLY PROGRESS REPORTS WILL BE RETURNED TO THE AGENCY AND WILL BE CONSIDERED NON-COMPLIANT

PHCD SUBMITTAL OF PUBLIC SERVICE CHECKLIST

Page 2

*Services Near You Print Out (Must be Attached)

(<http://gisweb.miamidade.gov/CommunityServices/>)

☐ ☐

1. Biscayne North
2. Cutler Ridge
3. Goulds
4. Leisure City/Naranja
5. Model City
6. Opa-Locka
7. Perrine
8. South Miami
9. West Little River

To determine if the person is located and/or lives in an eligible block group please visit:

<https://gisweb.miamidade.gov/communityservices/>

Instructions: Type the activity address into the blank space under Community Services. At the bottom of the screen click on the tab titled "Demographics". Click on the "Business Incentive" tab. Next, click (\$) symbol in upper right corner and reenter activity address. On the right of the page, business incentives will appear, click on **Community Development Block Group , must have at least 70% low mod residents.**

Prepared by (Print) Agency Official

Signature and Date

NOTE: SHOULD ANY OF THE ABOVE NOT BE PROVIDED, QUARTERLY PROGRESS REPORTS WILL BE RETURNED TO THE AGENCY AND WILL BE CONSIDERED NON-COMPLIANT



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT REQUIRED DOCUMENTATION FOR INCOME VERIFICATION

If an agency has an activity that has been classified as Low-Mod Clientele (LMC), Low-Mod Jobs (LMJ), or Low-Mod Housing (LMH), the agency will be required to obtain information from low-to-moderate income households/persons in order to verify income eligibility. Please note that income eligibility is determined based on household income and size. Below is a list of acceptable documentation to confirm income eligibility. It is important to note that all funded agencies will be responsible to maintain such documentation on file for five years after the Public Housing and Community Development (PHCD) has informed the agency through an official close out/report or letter that activity is closed.

- **Client's Paycheck Stubs, Social Security Insurance (SSI) Checks, TANF (Temporary Assistance for Needy Families) checks, or other public assistance checks** – A photocopy should be made of the two (2) most recent pay period check stubs, benefit checks received by the client, or the notification of electronic transfer;
- **SSI, SSD, Food Stamp, or Other Benefit Cards/IDs** – If the cards indicate the income level of the client, a photocopy of the card can document income;
- **W2 Form or Tax Return Form** – A photocopy of the client's W2 form from his/her most current employer for wages earned or a photocopy of the client's most recent tax return form may document income;
- **SSI and TANF Letters of Notification of Benefits** – Social Security and the Department of Children and Families issue letters of notification of benefits to clients informing them of their approval for benefits and the amounts of the benefits to be received. A photocopy of these letters will be sufficient proof of income;
- **Other benefit notification letters** may be acceptable if they indicate the client's income level (e.g., Social Security Administration, Medicaid, Medicare, Food Stamps, etc);
- **Letter of acceptance from the school lunch program**

HUD INCOME LIMITS FOR MIAMI-DADE COUNTY

FY 2024 U.S. HUD INCOME LIMITS for Miami-Dade County Effective May 1, 2024			
Area Median Income (AMI): \$ 79,400	EXTREMELY LOW (30% of Median)	VERY LOW (50% of Median)	LOW (80% of Median)
FAMILY SIZE	LESS THAN:	VERY LOW	GREATER THAN:
1 person	\$ 23,850	\$ 39,750	\$ 63,550
2 persons	\$ 27,250	\$ 45,400	\$ 72,650
3 persons	\$ 30,650	\$ 51,050	\$ 81,700
4 persons	\$ 34,050	\$ 56,750	\$ 90,800
5 persons	\$ 36,800	\$ 61,300	\$ 98,100
6 persons	\$ 41,960	\$ 65,850	\$ 105,350
7 persons	\$ 47,340	\$ 70,400	\$ 112,600
8 persons	\$ 52,720	\$ 74,950	\$ 119,900

New tables are published yearly by USHUD and will be provided to the Agency when available.



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

GENERAL CDBG INTAKE ELIGIBILITY FORM

LIMITED INCOME (LMI) LIMITED CLIENTELE (LMC) / LIMITED JOBS (LMJ) / LIMITED HOUSING (LMH)

NAME:		PHONE:	
ADDRESS:		ZIP:	
Gender: <input type="checkbox"/> Male <input type="checkbox"/> Female		Ethnicity: <input type="checkbox"/> Hispanic <input type="checkbox"/> Not Hispanic	
Race (Please check the race category which applies to you):			
<input type="checkbox"/> White	<input type="checkbox"/> Black/African American	<input type="checkbox"/> American Indian/Alaskan Native	
<input type="checkbox"/> Asian	<input type="checkbox"/> Black/African American & White	<input type="checkbox"/> American Indian/Alaskan Native & White	
<input type="checkbox"/> Asian & White	<input type="checkbox"/> Native Hawaiian/Other Pacific Islander	<input type="checkbox"/> Other: Multi Racial	
<input type="checkbox"/> American Indian or Alaskan Native & Black/African American			
List Yourself and all Other Persons Occupying Home		Relationship	Gender
1.		Self	Age
2.			Employed?
3.			<input type="checkbox"/> Yes <input type="checkbox"/> No
4.			<input type="checkbox"/> Yes <input type="checkbox"/> No
5.			<input type="checkbox"/> Yes <input type="checkbox"/> No
6.			<input type="checkbox"/> Yes <input type="checkbox"/> No
7.			<input type="checkbox"/> Yes <input type="checkbox"/> No
8.			<input type="checkbox"/> Yes <input type="checkbox"/> No

INCOME VERIFICATION DATA

The assistance you receive is determined in part by the size of your household and your income. All income and assets will require verification before eligibility will be granted. Income includes all money coming into the household from all persons over 18 years old. Wages, salaries, tips, commissions; Self-employment income; Retirement, Survivor, or Disability pensions; Social Security or Railroad retirement; Supplemental Security Income, Aid to Families with Dependent Children (AFDC), Temporary Assistance to Needy Families (TANF), Food Stamps, or other public assistance, or public welfare programs; Interest, dividends, net rental income, or income from estates or trusts; and any other sources of income received regularly, including Veterans' (VA) payments, unemployment compensation, alimony, and child support must be disclosed.

Household Member	Source of Income	Gross Monthly Amount Received
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

Income Eligibility Acceptable Documentation: Copy of Pay Stubs (from previous employer), Aid to Families with Dependent Children (AFDC) or Temporary Assistance to Needy Families (TANF) Official Printout/letter, Food Stamp Official Printout/letter, Letter confirming amount of unemployment benefits received, proof of child support or alimony, proof of SSA/SSI or Veteran's Benefits, or proof of retirement income. **MUST ATTACH A COPY OF DOCUMENTS – NO EXCEPTIONS.**

I, the undersigned applicant, do hereby authorize _____ to verify my personal records, including wages, pensions, and investments. It is understood that this authorization is granted for the sole purpose of certifying my eligibility for federal financial assistance, and that all information acquired in this regard will remain confidential.

BY MY SIGNATURE, I ACKNOWLEDGE THAT ALL INFORMATION I HAVE PROVIDED IS TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE. I AM AWARE THAT IF I MAKE ANY WILLFUL FALSE STATEMENT IN THIS CERTIFICATION OR ANY OTHER DOCUMENTATION THAT I PROVIDE FOR PROGRAM ELIGIBILITY, I MAY BE PUNISHED WITH FINES OR IMPRISONMENT OF UP TO FIVE (5) YEARS, OR BOTH, UNDER SECTION 1001 OF TITLE 18, UNITED STATES CODE, AND I ALSO MAY BE SUBJECT TO CIVIL AND/OR ADMINISTRATIVE PENALTIES AND SANCTIONS.

Signature of Applicant

Date



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

GENERAL CDBG INTAKE ELIGIBILITY FORM

CDBG INCOME ELIGIBILITY	24 CFR 570.208	
Activity classified under family size and income	24 CFR 570.208(a)(2)(i)(B)	24 CFR 570.506(b)(3)(iii)
Activity is classified based on income eligibility requirements that restrict it exclusively to low- and moderate-income persons	24 CFR 570.208(a)(2)(i)(C)	24 CFR 570.506(b)(3)(iii)

DEFINITIONS / 24 CFR 570.3

Family means all persons living in the same household who are related by birth, marriage or adoption.

Household means all the persons who occupy a housing unit. The occupants may be a single family, one person living alone, two or more families living together, or any other group of related or unrelated persons who share living arrangements.

Income. For the purpose of determining whether a family or household is low- and moderate-income under subpart C of this part, grantees may select any of the three definitions listed below for each activity, except that integrally related activities of the same type and qualifying under the same paragraph of 570.208(a) shall use the same definition of income. The option to choose a definition does not apply to activities that qualify under 570.208(a)(1) (Area benefit activities), except when the recipient carries out a survey under 570.208(a)(1)(vi). Activities qualifying under 570.208(a)(1) generally must use the area income data supplied to recipients by HUD. The **three definitions** are as follows:

(i) **Annual income as defined** under the Section 8 Housing Assistance Payments program at 24 CFR 813.106 (except that if the CDBG assistance being provided is homeowner rehabilitation under 570.202, the value of the homeowner's primary residence may be excluded from any calculation of Net Family Assets); or

Estimate the annual income of a family or household by projecting the prevailing rate of income of each person at the time assistance is provided for the individual, family, or household (as applicable).

Estimated annual income shall include income from all family or household members, as applicable. Income or asset enhancement derived from the CDBG-assisted activity shall not be considered in calculating estimated annual income.

Low- and moderate-income household means a household having an income equal to or less than the Section 8 low-income limit established by HUD.

Low- and moderate-income person means a member of a family having an income equal to or less than the Section 8 low-income limit established by HUD. Unrelated individuals will be considered as one-person families for this purpose.

Low-income household means a household having an income equal to or less than the Section 8 very low-income limit established by HUD.

Low-income person means a member of a family that has an income equal to or less than the Section 8 very low-income limit established by HUD. Unrelated individuals shall be considered as one-person families for this purpose.

INSTRUCTIONS FOR IMPLEMENTING AGENCY

You must first seek third party verification. This is a verification that is received directly from the source of income. The request can be by mail, fax, or email. It must be clearly evidenced that it was received from the source.

FY 2024 INCOME LIMITS Effective May 1, 2024

Area Median Income (AMI): \$79,400				Please check the appropriate family size and income.			
✓	Family Size	✓	Extremely Low (30% of Median)	✓	Very Low (50% of Median)	✓	Low (80% of Median)
<input type="checkbox"/>	1	<input type="checkbox"/>	\$ 23,850	<input type="checkbox"/>	\$ 39,750	<input type="checkbox"/>	\$ 63,550
<input type="checkbox"/>	2	<input type="checkbox"/>	\$ 27,250	<input type="checkbox"/>	\$ 45,400	<input type="checkbox"/>	\$ 72,650
<input type="checkbox"/>	3	<input type="checkbox"/>	\$ 30,650	<input type="checkbox"/>	\$ 51,050	<input type="checkbox"/>	\$ 81,700
<input type="checkbox"/>	4	<input type="checkbox"/>	\$ 34,050	<input type="checkbox"/>	\$ 56,750	<input type="checkbox"/>	\$ 90,800
<input type="checkbox"/>	5	<input type="checkbox"/>	\$ 36,800	<input type="checkbox"/>	\$ 61,300	<input type="checkbox"/>	\$ 98,100
<input type="checkbox"/>	6	<input type="checkbox"/>	\$ 41,960	<input type="checkbox"/>	\$ 65,850	<input type="checkbox"/>	\$ 105,350
<input type="checkbox"/>	7	<input type="checkbox"/>	\$ 47,340	<input type="checkbox"/>	\$ 70,400	<input type="checkbox"/>	\$ 112,600
<input type="checkbox"/>	8	<input type="checkbox"/>	\$ 52,720	<input type="checkbox"/>	\$ 74,950	<input type="checkbox"/>	\$ 119,900

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.



This material is available in an accessible format upon request.

CD/17/042022/V3

VIVIENDA PUBLICA Y DESARROLLO COMUNITARIO

FORMULARIO GENERAL DE ADMISION PARA CDBG

INGRESOS (LMI, por sus siglas en ingles), CLIENTELA (LMC, por sus siglas en ingles) / EMPLEOS (LMJ, por sus siglas en ingles) / VIVIENDAS (LMH, por sus siglas en ingles) BAJOS Y MODERADOS

NOMBRE:		TELEFONO:	
DIRECCION:		CODIGO POSTAL:	
Género: <input type="checkbox"/> Masculino <input type="checkbox"/> Femenino		Origen étnico: <input type="checkbox"/> Hispano <input type="checkbox"/> No Hispano	
Raza (Por favor, marque la categoría de raza que le corresponde):			
<input type="checkbox"/> Blanco	<input type="checkbox"/> Negro/Afro Americano	<input type="checkbox"/> Indígena Estadounidense/Nativo de Alaska	
<input type="checkbox"/> Asiático	<input type="checkbox"/> Negro/Afro Americano y Blanco	<input type="checkbox"/> Indígena Estadounidense/Nativo de Alaska y Blanco	
<input type="checkbox"/> Asiático y Blanco	<input type="checkbox"/> Nativo de Hawái/ Otras Islas del Pacifico	<input type="checkbox"/> Otros: Multi Racial	
<input type="checkbox"/> Indígena Estadounidense / Nativo de Alaska / Afro Americano			

Menciónese a Usted mismo y a todas las personas que ocupan la Vivienda	Parentesco	Género	Edad	Empleado?
1.	Autónomo			<input type="checkbox"/> Si <input type="checkbox"/> No
2.				<input type="checkbox"/> Si <input type="checkbox"/> No
3.				<input type="checkbox"/> Si <input type="checkbox"/> No
4.				<input type="checkbox"/> Si <input type="checkbox"/> No
5.				<input type="checkbox"/> Si <input type="checkbox"/> No
6.				<input type="checkbox"/> Si <input type="checkbox"/> No
7.				<input type="checkbox"/> Si <input type="checkbox"/> No
8.				<input type="checkbox"/> Si <input type="checkbox"/> No

DATOS DE LA VERIFICACIÓN DE INGRESOS

La ayuda que Usted recibe se determina en parte por el número de miembros en su núcleo familiar y de sus ingresos. Todos los ingresos y los bienes deberán ser verificados antes de que la elegibilidad sea concedida. El ingreso incluye todas las sumas de dinero que reciben todos los miembros del núcleo familiar mayores de 18 años. Los salarios, sueldos, propinas, comisiones; los ingresos como trabajador por cuenta propia; Pensiones de jubilación, de supervivencia, por discapacidad; la jubilación del Seguro Social o del Ferrocarril, el Ingreso Suplementario de Seguridad, la Ayuda a las Familias con Niños Dependientes (AFDC, por sus siglas en inglés), la Ayuda Temporal a las Familias Necesitadas (TANF, por sus siglas en inglés), los Sellos para Alimentos, u otro tipo de ayuda pública, o de programas públicos de ayuda social, o de ingresos provenientes de patrimonios o fideicomisos; así como otras fuentes regulares de ingresos, incluyendo los pagos a los Veteranos (VA, por sus siglas en inglés), la compensación por desempleo, la pensión alimenticia y la manutención de menores deberán ser declarados.

Miembros del Núcleo Familiar	Fuente de Ingresos	Monto del Ingreso Bruto Mensual Recibido
1.		\$
2.		\$
3.		\$
4.		\$
5.		\$

Documentación Aceptable para verificar la Elegibilidad a partir de los Ingresos: Copia de las colillas de pago (del empleador anterior), la Ayuda a las Familias con Niños Dependientes (AFDC, por sus siglas en inglés) o la Ayuda Temporal a las Familias Necesitadas (TANF, por sus siglas en inglés) la Impresión o la Carta Oficial de las Estampillas de Alimentos, la Carta confirmando la cantidad de beneficios percibidos por desempleo, la prueba de la manutención de menores o del pago de la pensión alimenticia, la prueba del SSA/SSI o de los Beneficios de los Veteranos o la prueba de los ingresos por jubilación, **DEBERÁ ADJUNTARSE UNA COPIA DE LOS DOCUMENTOS – SIN EXCEPCIÓN.**

Quien suscribe, el solicitante, por medio de la presente autorizo a _____ a fin de que verifique mis antecedentes personales, incluyendo: _____ los salarios, pensiones e inversiones. Se entiende que esta autorización se otorga con el único propósito de certificar mi elegibilidad para la ayuda financiera federal, y que toda la información adquirida en este sentido seguirá siendo confidencial.

CON MI FIRMA, RECONOZCO QUE TODA LA INFORMACIÓN QUE HE PROPORCIONADO ES VERDADERA Y CORRECTA A MI LEAL SABER Y ENTENDER. SOY CONCIENTE DE QUE SI HAGO ALGUNA DECLARACIÓN FALSA INTENCIONALMENTE EN ESTA CERTIFICACIÓN O EN CUALQUIER OTRA DOCUMENTACIÓN QUE PROPORCIONE PARA LA ELEGIBILIDAD DEL PROGRAMA, PUEDO SER CASTIGADO CON MULTAS O CON LA CÁRCEL DE HASTA CINCO (5) AÑOS, O AMBOS, BAJO LA SECCIÓN 1001 DEL TÍTULO 18, DEL CÓDIGO DE LOS ESTADOS UNIDOS, Y QUE TAMBIÉN PODRÍA ESTAR SUJETO A LAS MULTAS Y SANCIONES CIVILES Y/O ADMINISTRATIVAS PERTINENTES.

Firma del Solicitante

Fecha



VIVIENDA PUBLICA Y DESARROLLO COMUNITARIO
FORMULARION GENERAL DE ADMISION PARA CDBG

ELEGIBILIDAD DE LOS INGRESOS PARA EL SUBSIDIO EN BLOQUE PARA EL DESARROLLO COMUNITARIO (CDBG, por sus siglas en inglés)	24 CFR 570.208	
Actividad clasificada bajo los ingresos y la composición del grupo familiar	24 CFR 570.208(a)(2)(i)(B)	24 CFR 570.506(b)(3)(iii)
La actividad se clasifica a partir de los requisitos de elegibilidad de los ingresos que se limitan exclusivamente a las personas de ingresos bajos y moderados	24 CFR 570.208(a)(2)(i)(C)	24 CFR 570.506(b)(3)(iii)

DEFINICIONES / 24 CFR 570.3

Familia: Se refiere a todas las personas que vivan en la misma casa, que están relacionadas por nacimiento, matrimonio o adopción.

Núcleo Familiar: Se refiere a todas las personas que ocupan la vivienda. Los ocupantes podrían ser una sola familia, una persona viviendo sola, dos o más familias viviendo juntas o cualquier otro grupo de personas relacionadas o no que compartan las condiciones en materia de vivienda.

Ingresos: Con el fin de determinar si los ingresos de una familia o de un núcleo familiar son bajos o moderados dentro de la Subsección C de esta sección, los beneficiarios podrían seleccionar cualquiera de las tres definiciones enumeradas abajo para cada actividad, salvo que las actividades integralmente relacionadas que sean del mismo tipo y que califiquen dentro del mismo apartado del 570.208(a) deban utilizar la misma definición de los ingresos. La opción de elegir una definición no se aplica a las actividades que califican con el 570.208(a)(1) (Actividades de beneficio del área), salvo cuando el beneficiario lleve a cabo una investigación de acuerdo con el 570.208(a)(1)(vi). Las actividades que califican de acuerdo con el 570.208(a)(1) generalmente deberán utilizar los datos de ingresos del área provistos por HUD a los beneficiarios. Las **tres definiciones** son las siguientes:

(i) **Los ingresos anuales** tal como se los define en el programa de Pagos de Ayuda para la Vivienda de la Sección 8 en el Título 24 del Código Federal de Regulaciones 813.106 (salvo que la ayuda para la CDBG que se proporcione tenga relación con la rehabilitación al propietario de acuerdo con el 570.202, el valor de la residencia principal del propietario se podría excluir del cálculo de los Activos Netos de la Familia); o bien

Calcular los ingresos anuales de una familia o de un núcleo familiar efectuando una proyección de la tasa predominante de ingresos de cada persona al momento de proporcionársele la ayuda a la persona, a la familia o al núcleo familiar (según corresponda).

El ingreso anual estimado deberá incluir los ingresos de toda la familia o de los miembros del núcleo familiar, según sea el caso. La mejora en los ingresos o en los bienes derivada de la actividad de la ayuda del CDBG no se considerará para calcular los ingresos anuales.

Hogar de ingresos bajos y moderados se refiere a un núcleo familiar que tiene un ingreso igual o inferior al límite de bajos ingresos de la Sección 8 establecido por HUD. (LMH, por sus siglas en inglés)

Persona de ingresos bajos y moderados se refiere a un miembro de la familia cuyo ingreso es equivalente o inferior al límite de ingresos bajos de la Sección 8 establecido por HUD. Los individuos no emparentados se considerarán familias unipersonales para este propósito. (LMI, por sus siglas en inglés)

Hogar de ingresos bajos se refiere a un hogar con un ingreso igual o inferior al límite de ingresos muy bajo de la Sección 8 establecido por HUD. (LMH, por sus siglas en inglés)

Persona de Bajos Ingresos se refiere a un miembro de una familia cuyo es un ingreso igual o inferior al límite de ingresos muy bajos de la Sección 8 establecido por HUD. Los individuos no emparentados deberán considerarse como familias unipersonales para este propósito. (LMC, por sus siglas en inglés)

INSTRUCCIONES PARA LA AGENCIA DE EJECUCIÓN

Usted deberá pedir primeramente la verificación de terceros. Se trata de una verificación proveniente directamente de la fuente de ingresos. La solicitud puede ser enviada por correo, por fax o por correo electrónico. Deberá quedar bien claro que fue recibida de la fuente.

FY 2024 INCOME LIMITS Effective May 1, 2024

Area Median Income (AMI): \$79,400				Please check the appropriate family size and income.			
✓	Family Size	✓	Extremely Low (30% of Median)	✓	Very Low (50% of Median)	✓	Low (80% of Median)
<input type="checkbox"/>	1	<input type="checkbox"/>	\$ 23,850	<input type="checkbox"/>	\$ 39,750	<input type="checkbox"/>	\$ 63,550
<input type="checkbox"/>	2	<input type="checkbox"/>	\$ 27,250	<input type="checkbox"/>	\$ 45,400	<input type="checkbox"/>	\$ 72,650
<input type="checkbox"/>	3	<input type="checkbox"/>	\$ 30,650	<input type="checkbox"/>	\$ 51,050	<input type="checkbox"/>	\$ 81,700
<input type="checkbox"/>	4	<input type="checkbox"/>	\$ 34,050	<input type="checkbox"/>	\$ 56,750	<input type="checkbox"/>	\$ 90,800
<input type="checkbox"/>	5	<input type="checkbox"/>	\$ 36,800	<input type="checkbox"/>	\$ 61,300	<input type="checkbox"/>	\$ 98,100
<input type="checkbox"/>	6	<input type="checkbox"/>	\$ 41,960	<input type="checkbox"/>	\$ 65,850	<input type="checkbox"/>	\$ 105,350
<input type="checkbox"/>	7	<input type="checkbox"/>	\$ 47,340	<input type="checkbox"/>	\$ 70,400	<input type="checkbox"/>	\$ 112,600
<input type="checkbox"/>	8	<input type="checkbox"/>	\$ 52,720	<input type="checkbox"/>	\$ 74,950	<input type="checkbox"/>	\$ 119,900

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.

ENVIRONMENTAL REVIEW REQUEST FORM

[illegible]

Part II. PROJECT OUTCOME

Will the activity or project result in the following?

YES	NO	Answer each question below with 'Y' or 'N' in the blanks at left
		1. Change in use
		2. Sub-surface alteration (i.e. excavations)
		3. New construction
		4. Renovation or demolition
		5. Site improvements (utilities, sidewalk, landscaping, storm drainage, parking areas, drives, etc.)
		6. Building improvements (windows, doors, etc.)
		7. Displacement of persons, households or business
		8. Increase in population working or living on site
		9. Land acquisition
		10. Activity in 100-year floodplain
		11. A new nonresidential use generating at least 1,375,000 gallons of water or 687,500 gallons of sewage per day.
		12. Use requiring operating permit (i.e. for hazardous waste, pretreatment of sewage, etc.)
		13. A sanitary landfill or hazardous waste disposal site
		14. Tree removal or relocation
		15. Street improvements
		16. The impounding of more than 10 acre feet of water (e.g. digging a lake or diverting or deepening of a body of water).

Part III. SITE SPECIFIC INFORMATION

1. Land Use:

Describe the existing and proposed land use:

- Existing?

- Proposed?

- Does the site have any known contaminants?

☐ YES

☐ NO

- If there are known contaminants, has a Phase I audit been completed? If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

☐ YES

☐ NO

2. Site Plan:

Does the proposed activity include a new structure(s) or site improvements on a site of one (1) acre or more?

☐ YES

☐ NO

If yes, a site plan must be provided. Project(s) will not be environmentally reviewed without a site plan.

3. Photographs:

Does the activity include new construction, renovation or rehabilitation?

☐ YES

☐ NO

If yes, photographs must be provided of each side (front, rear and sides) of the structure(s) proposed for assistance and the buildings on the adjacent lots. The photographs shall be identified by address. In addition, provide for each existing structure on the site, the following information:

- Existing structure(s) on site? ☐ YES ☐ NO
- Estimated age of structure(s)? _____

4. Value of Improvements:

Does the proposed activity include rehabilitation or renovation of structure(s)?

☐ YES

☐ NO

If yes, what is the estimated cost of rehabilitation or renovation? _____

What is the amount sought for funding? _____

In addition, indicate if the estimated value of the improvement represents:

- ☐ 0 to 39.9 percent of the market value of the structure(s)
- ☐ 40 to 49.9 percent of the market value of the structure(s)
- ☐ 50 to 74.9 percent of the market value of the structure(s)
- ☐ 75 percent or more of the market value of the structure(s)

5. Phase I Environmental Audits:

Does the proposed activity involve the transfer of any property, new construction, major renovations of 75% or more of the structures' market value, or a securing of a loan for nonresidential parcel?

☐ YES ☐ NO

If yes, a copy of Phase I Environmental Audit certified to Miami-Dade County must be submitted to determine the likely presence of either a release or threatened release of hazardous substance.

An audit is a review of a site and adjacent properties and involves preparing a history of ownership, land use and zoning for the last 50 years; researching environmental records for information on hazardous waste sites, hazardous facilities, solid waste/landfill facilities and underground storage tanks (available through the Department of Regulatory and Economic Resources (RER), Florida Department of Environmental Protection (FDEP) and U.S. Environmental Protection Agency (EPA)); and site inspection for physical evidence of contamination such as damaged vegetation or stains in the soil.

Has a Phase I been performed? ☐ YES ☐ NO

6. Environmental Health Information:

- If a residential site, and the activity includes or involves rehabilitation, has it been inspected for defective paint surfaces?

☐ YES ☐ NO

If yes, please submit the results.

- Have any child under the age of six at the site been tested for elevated levels of lead in the body?

☐ YES ☐ NO

If yes, please submit the results.

7. Other Site Information:

	YES	NO
1. Flood insurance required?		
2. Public water available on site?		
3. Public sewer available on site?		
4. Children under 6 years of age residing on site or relocating to site (including day care facility)?		
5. Hazardous waste disposal facility?		
6. Storage of hazardous materials on site?		
7. Abandoned structure(s) on site?		

Part IV. SUPPLEMENTAL REQUIRED DOCUMENTS

Required Submittal Documents:

1. For **all projects**: **Submit** street/plat maps that depict location of property in the County and/or City with the location or lot clearly pointed out.
2. For **new construction** projects: **Submit** a scope of service, an itemized budget, and a site plan.
3. For **housing/building rehabilitation projects only**: **Submit** a scope of service, an itemized budget describing the major components of the rehabilitation program planned, and a photograph of the property.
4. For **historic properties**, include: **Submit** photographs of the property, and a description of any adjacent historic properties that may be affected by your activity.

Part V. CERTIFICATION

I certify to the accuracy of the information provided. I understand that all funded activities must have an approved environmental review clearance prior to the commencement of projects. I clearly understand that any omitted and/or incorrect information will delay the initiation of the environmental review process by the PHCD staff. As such, I am aware that omitted information could delay the commencement of my organization's project. I understand all approved environmental reviews are valid for one (1) year maximum.

_____ Print Name	_____ Signature	_____ Title
_____ Name of Organization or Corporation		_____ Date

Unless otherwise indicated, return completed form and attachments to:

Project Management Division
Public Housing and Community Development
701 NW 1st Court - 14th Floor
Miami, Florida 33136

Thursday, April 22, 2021

TYPES OF ACTIVITIES AND ENVIRONMENTAL GUIDELINES TRIGGERED:

Type of Activity	EXEMPT*	CENST**	CEST***	EA****
Economic Development				
New Construction				X
Rehab			X ¹	X ²
Non-Construction/Expansion		X		
Housing				
Single Family Rehab			X	
Multi-Family Rehab			X ¹	X ²
New Construction				X
Homeownership Assistance		X		
Affordable Housing Pre-Dev.		X		
Capital Improvement				
Handicapped Access			X	
Public Facilities			X ¹	X ²
Infrastructure			X ¹	X ²
Public Services				
Employment	X			
Crime Prevention	X			
Child Care	X			
Youth or Senior Services	X			
Supportive Services		X		

Type of Publication	No Public Notice/No RROF	No Public Notice/No RROF	No Public Notice/No RROF (No Statutory Requirement Triggered) <i>Or</i> Publish NOI/RROF (Statutory Requirement Triggered)	Publish FONSI and NOI/RROF

Estimated Time Frame (Excluding Triggered Statutes)	30-45 Days	30-45 Days	45-90 Days	90 Days Minimum

X¹ If for continued use and change in density (or size) of less than 20%

X² Change in density (or size) of more than 20%

- * Exempt Exempt Activities
- ** CENST Categorically Excluded and Not Subject to 58.5
- *** CEST Categorically Excluded Subject to 58.5
- **** EA Environmental Assessment (Format II)

MIAMI-DADE COUNTY
DEPARTMENT OF PUBLIC HOUSING AND COMMUNITY DEVELOPMENT
MINIMUM REQUIREMENTS FOR PHASE I ENVIRONMENTAL AUDITS

- The scope of service
- The reason for performing the study
- Certification of the report to Miami-Dade County
- Ownership and site location
- Site description and characterization
 - A physical description including the acreage of the property, the percentage of the site occupied by building and paved areas, site layout, groundwater flow and direction of surface runoff plus the location of surface waters and any ditches
 - Description of current site activities
 - An inventory of those characteristics of the site which may cause environmental problems
- A site history showing the prior uses of the property during the past 50 years. The site should be investigated for prior industrial, commercial, and agricultural activities on the property.
- Current and past use (for 50 years) of neighboring properties.
- The characteristics of the vegetation, soil and surface water at the site.
- A review of regulatory compliance records of all appropriate federal, state and local agencies for the site
- The HUD circular on subsurface soil contaminations states that the inquiry into government records include properties located within the following radii of the site:
 - Within one mile of the site for properties on the National Priorities List (NPL), the list of RCRA TSD facilities, and the state equivalent to NPL; and
 - Within 0.5 miles of the site for properties on the CERCLIS List, the state agency equivalent to CERCLIS list, the Leaking Underground Storage List and the List of Solid Waste or Landfill facilities
- Summary of findings
- Recommendations
- Description of study limitation including caveats

Valid Phase I Environmental Audits can not exceed more than one (1) year from the original report completion date. If the audit is older than one (1) year, agencies must submit an updated Phase I Environmental Audit or a certified letter validating the accuracy of the Phase I Environmental Audit, from the original Environmental Engineering Consulting firm, and a copy the original Phase I Environmental Audit.

Fact Sheet #ASTM

Updates on the applicability of recently adopted ASTM E 1527-13 Phase I ESA standard to HUD environmental reviews

Updates from previous Phase I E-1527-05

- *Recognized environmental condition* was simplified and clarified to help bring greater consistency to the identification of RECs
- *Historical REC* was clarified to exclude any REC. Under the E 1527-13 version, an HREC is a condition that was in the past, but is not now, a REC.
- *Controlled REC* definition was developed to categorize certain RECs as currently managed to a regulatory standard that does not permit unrestricted property use. This is designed to replace the use of HREC for conditions that require continued management or restrict possible uses.
- *De minimis condition* was clarified to make clear that RECs that require management or restrictions on use are still RECs.
- *Migration* was defined, clarifying that hazardous waste or petroleum products in vapor form must be evaluated as part of the Phase I ESA.

Authority: 24 CFR Part 50.3(i), and 58.5 (i)

Purpose: To provide specific guidance on the updates to the recently adopted ASTM Phase I ESA standard that are most relevant for HUD environmental reviews, and to explain how those updates apply to HUD environmental reviews.

A Phase I ESA studies previous uses of the property:

- Chain of title
- Aerial photographs
- Reviews government records
- Visual site inspection
- Identifies environmental concerns
- Makes recommendations

Applicability to HUD Environmental Reviews

HUD requires the performance of a Phase I ESA in accordance with ASTM E 1527 as part of environmental reviews in many of its programs, including all Federal Housing Administration (FHA) programs. ASTM International recently adopted ASTM E 1527-13, an updated version of ASTM E 1527-05. The updated version incorporates a few items which are significant for HUD's environmental reviews.

The identification of Controlled Recognized Environmental Conditions in the Phase I ESA will alert HUD staff and RE's to sites which have controlled contamination on site but may need further remediation to reach residential standards.

The migration definition includes hazardous waste or petroleum products in vapor form. This change will not impact program requirements in the FHA as most FHA programs already require that a Vapor Encroachment Survey be performed in accordance with ASTM E2600-10 and that it be included in the Phase I ESA. However, it does change the context of that requirement in that a Vapor Encroachment Survey is now required to also satisfy the ASTM E1527-13 Phase I ESA requirements. The migration definition may result in changes to the information submitted in a Phase I ESA in other HUD Offices where a Vapor Encroachment Survey was not already a program requirement.

Fact Sheet #ASTM

NEED ADDITIONAL HELP?

CONTACT YOUR LOCAL HUD ENVIRONMENTAL OFFICER,
<https://www.onecpd.info/environmental-review/hud-environmental-staff-contacts/>.



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT E

AFFIDAVITS

Uniform Affidavits

65-0424304

Federal Employer Identification Number (FEIN)

80-859-5768

Dun & Bradstreet Number (D-U-N-S®)

Rebuilding Together Miami-Dade, Inc.

A) Name of Entity: Individual(s), Partners or Corporation

B) Doing Business As (If same as line A, leave blank)

3628 Grand Avenue

Street Address (P.O. Box Number is not permitted)

Miami

City

FL

State (U.S.A)

USA

Country

33133

Zip Code

1. MIAMI-DADE COUNTY OWNERSHIP DISCLOSURE AFFIDAVIT (Sec. 2-8.1 of the Miami-Dade County Code)

Firms registered to do business with Miami-Dade County, shall require the person contracting or transacting such business with the County to disclose under oath his or her full legal name, and business address. Such contract or transaction shall also require the disclosure under oath of the full legal name and business address of all individuals having any interest (legal, equitable, beneficial or otherwise) in the contract other than subcontractors, materialmen, suppliers, laborers or lenders. Post office box addresses shall not be accepted hereunder. If the contract or business transaction is with a corporation the foregoing information shall be provided for each officer and director and each stockholder holding, directly or indirectly, five (5) percent or more of the outstanding stock in the corporation. If the contract or business transaction is with a partnership, the foregoing information shall be provided for each partner. If the contract or business transaction is with a trust, the foregoing information shall be provided for the trustee and each beneficiary of the trust. The foregoing disclosure requirements shall not apply to contracts with publicly-traded corporations, or to contracts with the United States or any department or agency thereof, the State or any political subdivision or agency thereof, or any municipality of this State. Use duplicate page if needed for additional names.

If no officer, director or stockholder owns (5%) or more of stock, please write "None" below.

PRINCIPALS		
FULL LEGAL NAME	TITLE	ADDRESS
None		

OWNERS				CHECK BOXES BELOW								
FULL LEGAL NAME	TITLE	% OF OWNERSHIP	ADDRESS	GENDER		RACE / ETHNICITY						
				M	F	White	Black	Hispanic	Asian / Pacific Islander	Native American / Alaskan Native	Other	
None												

If a percentage of the firm is owned by a publicly traded corporation, indicate below in the space "Other Corporations"

OTHER CORPORATIONS			
None			



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT E

AFFIDAVITS

Uniform Affidavits

2. MIAMI-DADE COUNTY EMPLOYMENT DISCLOSURE AFFIDAVIT

(County Ordinance No. 90-133, amending Section 2-8-1 (d) (2) of the Miami-Dade County Code)

The following information is for compliance with all items in the aforementioned Section.

1. Does your firm have a collective bargaining agreement with its employees? Yes _____ No X
2. Does your firm provide paid health care benefits for its employees? Yes _____ No X
3. Provide a current breakdown (number of persons) in your firm's work force indicating race, national origin and gender

	NUMBER OF EMPLOYEES	
	Males	Females
White	1	2
Black	1	1
Hispanic	1	
Asian / Pacific Islander		
Native American / Alaskan Native		
Other		
Total Number of Employees		5

Total Employees

3. MIAMI-DADE EMPLOYMENT DRUG-FREE WORKPLACE AFFIDAVIT

(Section 2-8.1.2(b) of the Miami-Dade County Code)

All persons and entities that contract with Miami-Dade County are required to certify that they will maintain a drug-free workplace and such persons and entities are required to provide notice to employees and impose sanctions for drug violations occurring in the workplace.

In compliance with Ordinance No. 92-15 of the Code of Miami-Dade County, the above named firm is providing a drug free workplace. A written statement to each employee shall inform the employee about:

1. Danger of drug abuse in the workplace
2. The firm's policy of maintaining a drug-free environment at all work places
3. Availability of drug counseling, rehabilitation and employee assistance programs
4. Penalties that may be imposed upon employees for drug abuse violations

The firm shall also require an employee to sign a statement, as a condition of employment that the employee will abide by the terms of the drug-free workplace policy and notify the employer of any criminal drug conviction occurring no later than five (5) days after receiving notice of such conviction and impose appropriate personnel action against the employee up to and including termination. Firms may also comply with the County's Drug Free Workplace Certification where a person or entity is required to have a drug-free workplace policy by another local, state or federal agency, or maintains such a policy of its own accord and such policy meets the intent of this ordinance.

4. MIAMI-DADE COUNTY DISABILITY AND NON-DISCRIMINATION AFFIDAVIT

(Article 1, Section 2-8.1.5 Resolution R-182-00 Amending R-385-95 of the Miami-Dade County Code)

Firms transacting business with Miami-Dade County shall provide an affidavit indicating compliance with all requirements of the Americans with Disabilities Act (A.D.A.)

I, state that this firm, is in compliance with and agrees to continue to comply with, and assure that any subcontractor, or third party contractor shall comply with all applicable requirements of the laws including, but not limited to, those provisions pertaining to employment, provision of programs and services, transportation, communications, access to facilities, renovations, and new construction.

The American with Disabilities Act of 1990 (A.D.A.), Pub. L. 101-336, 104 Stat 327 42 U.S.C. Sections 225 and 611 including Titles I, II, III, IV and V.

The Rehabilitation Act of 1973, 29 U.S.C. Section 794

The Federal Transit Act, as amended, 49 U.S.C. Section 1512

The Fair Housing Act as amended, 42 U.S.C. Section 3601-3631



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

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I hereby affirm that I am in compliance with the below sections:

Section 2-10 4(4)(a) of the Code of Miami-Dade County (Ordinance No. 82-37), which requires that all properly licensed architectural, engineering, landscape architectural, and land surveyors have an affirmative action plan on file with Miami-Dade County

Section 2-8.1 5 of the Code of Miami-Dade County, which requires that firms that have annual gross revenues in excess of five (5) million dollars have an affirmative action plan and procurement policy on file with Miami-Dade County. Firms that have a Board of Directors that are representative of the population make-up of the nation may be exempt.

5. MIAMI-DADE COUNTY DEBARMENT DISCLOSURE AFFIDAVIT
(Section 10.38 of the Miami-Dade County Code)

Firms wishing to do business with Miami-Dade County must certify that it's contractors, subcontractors, officers, principals, stockholders, or affiliates are not debarred by the County before submitting a bid.

I, confirm that none of this firm's agents, officers, principals, stockholders, subcontractors or their affiliates are debarred by Miami-Dade County

6. MIAMI-DADE COUNTY AFFIDAVIT RELATING TO INDIVIDUALS AND ENTITIES ATTESTING BEING CURRENT IN THEIR OBLIGATIONS TO MIAMI-DADE COUNTY
(Ordinance 99-162, amending Section 2-8.1, Ordinance 00-30, amending Section 2-8.1 (c), and Ordinance 00-67, amending 2-8.1 (h), of the Miami-Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that all delinquent and currently due fees, taxes and parking tickets have been paid and no individual or entity in arrears in any payment under a contract, promissory note or other document with the County shall be allowed to receive any new business.

I, confirm that all delinquent and currently due fees or taxes including, but not limited to, real and personal property taxes, convention and tourist development taxes, utility taxes, and Local Business Tax Receipt collected in the normal course by the Miami-Dade County Tax Collector and County issued parking tickets for vehicles registered in the name of the above firm, have been paid.

7. MIAMI-DADE COUNTY CODE OF BUSINESS ETHICS AFFIDAVIT
(Article 1, Section 2-8.1(f) of the Miami-Dade County Code through (6) and (9) of the County Code and County Ordinance No 00-1 amending Section 2-11 1(c) of the County Code)

Firms wishing to transact business with Miami-Dade County must certify that it has adopted a Code that complies with the requirements of Section 2-8.1 of the County Code. The Code of Business Ethics shall apply to all business that the contractor does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

I confirm that this firm has adopted a Code of business ethics which complies with the requirements of Sections 2-8.1 of the County Code, and that such code of business ethics shall apply to all business that this firm does with the County and shall, at a minimum, require the contractor to comply with all applicable governmental rules and regulations.

8. MIAMI-DADE COUNTY FAMILY LEAVE AFFIDAVIT
(Article V of Chapter 11, of the Miami-Dade County Code)

Firms contracting business with Miami Dade County, which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year, are required to certify that they provide family leave to their employees

Firms with less than the number of employees indicated above are exempt from this requirement, but must indicate by letter (signed by an authorized agent) that it does not have the minimum number of employees required by the County Code

I confirm that if applicable this firm complies with Article V of Chapter 11 of the County Code, which requires that firms contracting business with Miami-Dade County which have more than fifty (50) employees for each working day during each of twenty (20) or more work weeks in the current or preceding calendar year are required to certify that they provide family leave to



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)
ATTACHMENT E

AFFIDAVITS

Uniform Affidavits

their employees.

9. **MIAMI-DADE COUNTY LIVING WAGE AFFIDAVIT**
(Section 2-8.9 of the of the Miami-Dade County Code)

All applicable contractors entering into a contract with the County shall agree to pay the prevailing living wage required by this section of the County Code.

I confirm that if applicable, this firm complies with Section 2-8.9 of the County Code, which requires that all applicable employers entering a contract with Miami-Dade County shall pay the prevailing living wage required by the section of the County Code.

10. **MIAMI-DADE COUNTY DOMESTIC LEAVE AND REPORTING AFFIDAVIT**
(Article 8, Section 11A 60 – 11A-67 of the of the Miami Dade County Code)

Firms wishing to transact business with Miami-Dade County must certify that it is in compliance with the Domestic Leave Ordinance.

I confirm that if applicable, this firm complies with the Domestic Leave Ordinance. This ordinance applies to employers that have, in the regular course of business, fifty (50) or more employees working in Miami-Dade County for each working day during the current or preceding calendar year.

11. **MIAMI-DADE COUNTY CRIMINAL RECORD AFFIDAVIT**
(Section 2-8.6 of the Miami-Dade County Code)

The individual or entity entering into a contract or receiving funding from the County _____ has ☒ has not as of the date of this affidavit been convicted of a felony during the past ten (10) years.

An officer, director, or executive of the entity entering into a contract or receiving funding from the County _____ has ☒ has not as of this date been convicted of a felony during the past ten (10) years.


(Signature)

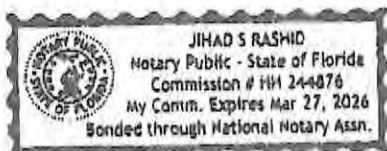
Sworn to and subscribed before me this 21 day of January, 2025


Personally known

Or produced identification _____ Notary Public-State of Florida

(Type of identification)

My commission expires March 27, 2026




(Printed, typed or stamped commissioned name of notary public)



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

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SWORN STATEMENT PURSUANT TO SECTION 287.133 (3) (a)
FLORIDA STATUTES ON PUBLIC ENTITY CRIMES

THIS FORM MUST BE SIGNED AND SWORN TO IN THE PRESENCE OF A NOTARY PUBLIC OR OTHER OFFICIAL AUTHORIZED TO ADMINISTER OATHS.

- 1.- This form statement is submitted to Miami-Dade County
by Martina Spolini, Executive Director
(Print individual's name and title)
for Rebuilding Together Miami-Dade Inc.
(Print name of entity submitting sworn statement)
whose business address is 3628 Grand Avenue, Miami, FL 33133
and if applicable its Federal Employer Identification Number (FEIN) is 65-0424304. If the entity
has no FEIN, include the Social Security Number of the individual signing this sworn statement.

2.- I understand that a "public entity crime" as defined in paragraph 287.133 (1) (g), Florida Statutes, means a violation of any state or federal law by a person with respect to, and directly related to the transactions of business with any public entity or with an agency or political subdivision of any other state or with the United States, including, but not limited to any bid or contract for goods or services to be provided to public entity or agency or political subdivision of any other state or of the United States and involving antitrust, fraud, theft, bribery, collusion, racketeering, conspiracy, or material misinterpretation.

3.- I understand that "convicted" or "conviction" as defined in Paragraph 287.133 (1)(b), Florida Statutes, means a finding of guilt or a conviction of a public entity crime, with or without an adjudication of guilt, in a federal or state trial court of record relating to charges brought by indictment or information after July 1, 1989, as a result of a jury verdict, non-jury trial, or entry of a plea of guilty or nolo contendere.

4.- I understand that an "Affiliate" as defined in paragraph 287.133 (1)(a), Florida Statutes means:

- a) A predecessor or successor of a person convicted of a public entity crime or;
- b) An entity under the control of any natural person who is active in the management of the entity and who has been convicted of a public entity crime. The term "affiliate" includes those officers, directors, executives, partners, shareholders, employees, members, and agents who are active in the management of an affiliate. The ownership by one person of shares constituting a controlling interest in another person, or a pooling of equipment or income among persons when not for fair market value under an arm's length agreement, shall be a prima facie case that one person controls another person. A person who knowingly enters into a joint venture with a person who has been convicted of a public entity crime in Florida during the preceding 36 months shall be considered an affiliate.

5.- I understand that a "person" as defined in paragraph 287.133 (1)(e), Florida Statutes, means any natural person or entity organized under the laws of any state or of the United States within the legal power to enter into a binding contract and which bids or applies to bid on contracts for the provision of goods or entity. The term "person" includes those officers, executives, partners, shareholders, employees, members, and agents who are active in management of an entity.



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT E

AFFIDAVITS

Uniform Affidavits

6.- Based on information and belief, the statement which I have marked below is true in relation to the entity submitting this sworn statement. (Please indicate which statement applies)

_____ Neither the entity submitting sworn statement, nor any of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989.

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, or an affiliate of the entity, or an affiliate of the entity had been charged with, and convicted of a public entity crime subsequent to July 1, 1989, AND (please indicate which additional statement applies).

_____ The entity submitting this sworn statement, or one or more of its officers, directors, executives, partners, shareholders, employees, members, or agents who are active in the management of the entity, nor any affiliate of the entity has been charged with and convicted of a public entity crime subsequent proceeding before a Hearing Officer of the State of Florida, Division of Administrative Hearings and the Final Order entered by the Hearing Officer determined that it was not in the public interest to place the entity submitting this sworn statement on the convicted vendor list. (attach a copy of the final order).

I UNDERSTAND THAT THE SUBMISSION OF THIS FORM TO THE CONTRACTING OFFICER FOR THE PUBLIC ENTITY IDENTIFIED IN PARAGRAPH 1 (ONE) ABOVE IS FOR THAT PUBLIC ENTITY ONLY AND THAT THIS FORM IS VALID THROUGH DECEMBER 31 OF THE CALENDAR YEAR IN WHICH IT IS FILED. I ALSO UNDERSTAND THAT I AM REQUIRED TO INFORM THAT PUBLIC ENTITY PRIOR TO ENTERING INTO A CONTRACT IN EXCESS OF THE THRESHOLD AMOUNT PROVIDED IN SECTION 287.017 FLORIDA STATUTES FOR A CATEGORY TWO OF ANY CHANGE IN THE INFORMATION CONTAINED IN THIS FORM.

(Signature)

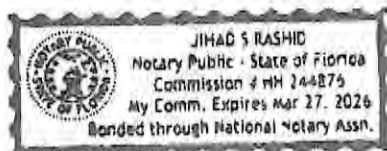
Sworn to and subscribed before me this 21 day of January, 2025.

Personally known _____

Or produced identification _____ Notary Public-State of Florida

My commission expires March 27, 2026

(Type of identification)


(Printed, typed or stamped commissioned name of notary public)



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT E

AFFIDAVITSUniform Affidavits

AFFIDAVIT OF FINANCIAL AND CONFLICTS OF INTEREST

1 - Do you have any past due financial obligations with Miami-Dade County?

YES

NO

Single Family House Loans

 X

Multi-Family Housing Rehab

 X

CDBG Commercial Loan Project

 X

U S HUD Section 108 Loan

 X

Other HUD Funded Programs

 X

Other (liens, fines, loans, occupational licenses, etc)

 X

If YES, please explain:

2 - Do you have any past due financial obligations with Miami-Dade County?

YES NO X

If YES, please explain:

3 - Are you a relative of or do you have any business or financial interests with any elected Miami-Dade County official, Miami-Dade County Employee, or Member of Miami-Dade County's Advisory Boards?

YES NO X

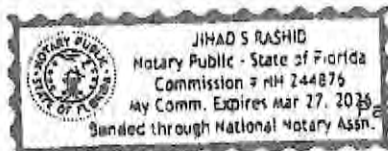
If YES, please explain:

Any false information provided on this affidavit will be reason for rejection and disqualification of your project-funding request to Miami-Dade County

The answers to the foregoing questions are correctly stated to the best of my knowledge and belief

By 
(Signature of Applicant)01/21/2025
(Date)Sworn to and subscribed before me this 21 day of January, 2025Personally knownOr produced identification _____ Notary Public-State of Florida

(Type of identification)

My commission expires March 27, 2026Jihad S. Rashid
(Printed, typed or stamped commissioned name of notary public)



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT E

AFFIDAVITS

Uniform Affidavits

COLLUSION AFFIDAVIT

(Code of Miami-Dade County Section 2-8.1.1 and 10-33.1) (Ordinance No. 08-113)

BEFORE ME, A NOTARY PUBLIC, personally appeared Martina Spolini who being duly sworn states:
(insert name of affiant)

I am over 18 years of age, have personal knowledge of the facts stated in this affidavit and I am an owner, officer, director, principal shareholder and/or I am otherwise authorized to bind the bidder of this contract.

I state that the bidder of this contract:

☒ is not related to any of the other parties bidding in the competitive solicitation, and that the contractor's proposal is genuine and not sham or collusive or made in the interest or on behalf of any person not therein named, and that the contractor has not, directly or indirectly, induced or solicited any other proposer to put in a sham proposal, or any other person, firm, or corporation to refrain from proposing, and that the proposer has not in any manner sought by collusion to secure to the proposer an advantage over any other proposer.

OR
☐ is related to the following parties who bid in the solicitation which are identified and listed below:

Note: Any person or entity that fails to submit this executed affidavit shall be ineligible for contract award. In the event a recommended contractor identifies related parties in the competitive solicitation its bid shall be presumed to be collusive and the recommended contractor shall be ineligible for award unless that presumption is rebutted by presentation of evidence as to the extent of ownership, control and management of such related parties in the preparation and submittal of such bids or proposals. Related parties shall mean bidders or proposers or the principals, corporate officers, and managers thereof which have a direct or indirect ownership interest in another bidder or proposer for the same agreement or in which a parent company or the principals thereof of one (1) bidder or proposer have a direct or indirect ownership interest in another bidder or proposer for the same agreement. Bids or proposals found to be collusive shall be rejected.

By: [Signature] Date 01/21/2025
Signature of Affiant

Martina Spolini Executive Director 65-0424304
Printed Name of Affiant and Title Federal Employer Identification Number

Rebuilding Together Miami-Dade, Inc.
Printed Name of Firm

3628 Grand Avenue, Miami, FL 33133
Address of Firm



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)
ATTACHMENT E

AFFIDAVITS

Uniform Affidavits

SUBSCRIBED AND SWORN TO (or affirmed) before me this 21 day of January 2025

He/She is personally known to me or has presented _____ as
Identification. _____ Type of identification

Jihad A. Rashid
Signature of Notary

HH 244876

Serial Number

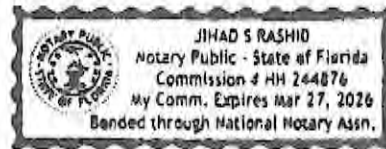
March 27, 2026

Expiration Date

Print or Stamp Name of Notary

Notary Public - State of Florida

Notary Seal





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

ETHICS DISCLOSURE STATEMENT FOR ALL PHCD PROGRAMS

Applicant: Martina Spolini Mailing Address: 3628 Grand Avenue, Miami, FL 33133
Co-Applicant: _____ Zip Code: _____
E-mail Address: martina@rtmiami.org Telephone: 305-200-5711

The Miami-Dade County Conflict of Interest and Code of Ethics at Sec. 2-11.1 (c)(5)(5) allows County Employees and their immediate family members to apply for direct housing assistance programs from the County's Public Housing and Community Development department (PHCD) if they meet certain conditions and if the following criteria are met. Check if any of the following applies to you:

1. Please mark the PHCD Program you are applying for:

- | | |
|---|--|
| <input type="checkbox"/> Section 8 Housing Choice Voucher (HCV) | <input type="checkbox"/> Public Housing Rental |
| <input type="checkbox"/> Project-Based Voucher (PBV) | <input type="checkbox"/> Tenant-Based Rental Assistance (TBRA-maximum 2 years) |
| <input type="checkbox"/> Veterans Affairs Supportive Voucher (VASH) | <input type="checkbox"/> Home-ownership Program (Second Mortgages) |
| <input checked="" type="checkbox"/> Moderate Rehabilitation | <input type="checkbox"/> Home-owner Rehabilitation Program |
| <input type="checkbox"/> Substantial Rehabilitation | <input type="checkbox"/> Home-owner Beautification Program |
| <input type="checkbox"/> Shelter Plus Care (S+C) | <input type="checkbox"/> Other (please list): _____ |

2. Mark the type of participation you are seeking for the program marked above:

- ☐ Owner/Landlord ☐ Housing Assistance Applicant

3. ☒ I/we do not currently work for Miami-Dade County.

4. ☐ I/we am/are a School Board or Federal Employee. Those employees are not covered under Section 2-11.1 of the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance.

IF YOU MARKED BOXES 3 OR 4, **NO FURTHER ACTION IS NEEDED.** THE PHCD REPRESENTATIVE MUST PLACE THIS FORM IN APPLICANT'S FILE.

5. ☐ I/we am/are a Miami-Dade County Employee (including Jackson Public Health Trust Employees). Please provide the department and division you are working for: _____

6. ☐ I/we am/are an appointed or elected County Official.

7. ☐ I/we am/are *immediate family to a Miami-Dade County employee, appointed or elected official. (*)Immediate family is defined as spouse, domestic partner, parents, stepparents, children and stepchildren.

Please provide the following information regarding the Miami-Dade County employee, appointed or elected official:

Name of employee, appointed or elected official: _____

Department, Division, or Board: _____

IF YOU MARKED BOXES 5, 6, or 7, THE APPLICANT MUST OBTAIN THE REQUEST FOR OPINION (RFO) APPLICATION AT: http://ethics.miamidade.gov/library/forms/county_emps_relatives_seeking_housing_assist_8-15.pdf. THE RFO APPLICATION MUST BE **FULLY COMPLETED** AND SENT TO THE CONTACT PERSON INDICATED.

Signature of Applicant: Martina Spolini

Signature of Co-Applicant: _____

Date: 01/17/2025

Warning: Title 18, US Code Section 1001, states that a person who knowingly and willingly makes false or fraudulent statements to any Department or Agency of the United States is guilty of a felony. State law may also provide penalties for false or fraudulent statements.





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

CONTRACTOR DUE DILIGENCE AFFIDAVIT

Per Miami-Dade County Board of County Commissioners (Board) Resolution No. R-63-14, County Vendors and Contractors shall disclose the following as a condition of award for any contract that exceeds one million dollars (\$1,000,000) or that otherwise must be presented to the Board for approval:

- (1) Provide a list of all lawsuits in the five (5) years prior to bid or proposal submittal that have been filed against the firm, its directors, partners, principals and/or board members based on a breach of contract by the firm; include the case name, number and disposition;
- (2) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has defaulted; include a brief description of the circumstances;
- (3) Provide a list of any instances in the five (5) years prior to bid or proposal submittal where the firm has been debarred or received a formal notice of non-compliance or non-performance, such as a notice to cure or a suspension from participating or bidding for contracts, whether related to Miami-Dade County or not.

All of the above information shall be attached to the executed affidavit and submitted to the Procurement Contracting Officer (PCO)/ AE Selection Coordinator overseeing this solicitation. The Vendor/Contractor attests to providing all of the above information, if applicable, to the PCO.

Contract No. : _____ Federal Employer Identification Number (FEIN): 65-0424304

Contract Title: Housing Rehabilitation

Martina Spolini

Executive Director

[Signature]

Printed Name of Affiant

Printed Title of Affiant

Signature of Affiant

Rebuilding Together Miami-Dade, Inc.

Name of Firm

Date

3628 Grand Avenue, Miami

FL

33133

Address of Firm

State

Zip Code

Notary Public Information

Notary Public-State FL

County of Miami-Dade

Subscribed and sworn to (or affirmed) before me this 21st day of January 2025

By Martina Spolini He or she is personally known to me ☒ or has produced identification ☐

Type of identification produced

[Signature]

Signature of Notary Public

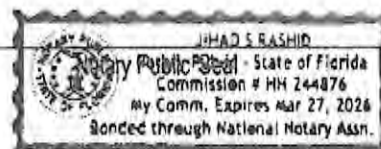
HH 244876

Serial Number

Jihad S. Rashid March 27, 2026

Print or Stamp of Notary Public

Expiration Date





PUBLIC HOUSING AND COMMUNITY DEVELOPMENT

DEVELOPER'S AFFIDAVIT THAT MIAMI-DADE COUNTY TAXES, FEES AND PARKING TICKETS HAVE BEEN PAID

(Section 2-8.1 (c) of the Code of Miami-Dade County, as amended by Ordinance No. 00-30)
and

THAT DEVELOPER IS NOT IN ARREARS TO THE COUNTY

(Section 2-8.1 (h) of the Code of Miami-Dade County, as amended by Ordinance No.00-67)

I, Martina Spolini, being first duly sworn, hereby state and certify
that the foregoing statements are true and correct:

1. That I am the Developer (if the Developer is an individual), or the Executive Director (fill in the title of the position held with the Developer) of the Developer.
2. That the Developer has paid all delinquent and currently due fees or taxes (including but not limited to, real and personal property taxes, utility taxes, and occupational taxes) collected in the normal course by the Miami-Dade County Tax Collector, and County issued parking tickets for vehicles registered in the name of the above developer, have been paid.
3. That the Developer is not in arrears in excess of the enforcement threshold under any contract, final non-appeasable judgment, or lien with Miami-Dade County, or any of its agencies or instrumentalities, including the Public Health Trust, either directly or indirectly through a firm, corporation, partnership or joint venture in which the Developer has a controlling financial interest. For purposes hereof, the term "enforcement threshold" means any arrearage under any individual contract, non-appeal able judgment, or lien with Miami-Dade County that exceeds \$25,000 and has been delinquent for greater than 180 days. For purposes hereof, the term "controlling financial interest" means ownership, directly or indirectly, of ten percent or more of the outstanding capital stock in any corporation, or a direct or indirect interest of ten percent or more in a firm, partnership, or other business entity.

By:

[Signature]

Signature of Affiant

01/21/2025
Date

Martina Spolini, Executive Director

Printed Name of Affiant and Title

65-0424304

Federal Employer Identification Number

Rebuilding Together Miami-Dade

Printed Name of Firm

2628 Grand Avenue, Miami FL 33133

Address of Firm

SUBSCRIBED AND SWORN TO (or affirmed) before me this 21st day of January 2025
by Martina Spolini He/She is personally known to me or has presented

as identification.

Type of Identification

[Signature]

Signature of Notary

Jihad S. Rashid

Print or Stamp Name of Notary

HH 244876

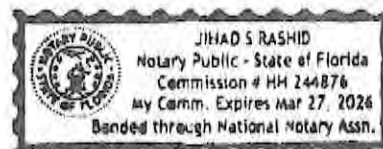
Serial Number

March 27, 2026

Expiration Date

Notary Public-State of Florida

Notary Seal



CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any of the funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreement in excess of \$100,000) and that all subrecipients shall certify and disclose accordingly.
4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

By: Martina Spolini
(Signature of Authorized Representative)

Print: Martina Spolini
(Print Name of Firm and Authorized Representative)

Title: Executive Director

Date: 01/17/2025



3628 Grand Ave.
Miami, FL 33133
Tel: 305-200-5711
www.rebuildingtogethermiami.org

BOARD OF DIRECTORS

PRESIDENT
Ashaki Rucker

VICE PRESIDENT
Rashid Jihad

SECRETARY
Lonny Schnur

TREASURER
Benjamin Kelly

Alton Sears
Greg Walker

Rebuilding Together Miami-Dade, Inc.
3628 Grand Avenue,
Miami, FL 33133
martina@rtmiami.org
305-200-5711

REBUILDING TOGETHER MIAMI-DADE, INC DISCLOSURE ABOUT RELATED PARTIES

01/21/2025

THERE ARE NO BOARD MEMBERS OF REBUILDING TOGETHER MIAMI DADE, INC. WHO HAVE ANY RELATIONSHIP OR HAVE MADE ANY TRANSACTION WITH OTHER ENTITIES THAT MIGHT RESULT IN A CONFLICT WITH REBUILDING TOGETHER MIAMI DADE, INC. OPERATIONS.

Sincerely,

A handwritten signature in black ink, appearing to read "Martina Spolini", followed by a horizontal line.

Martina Spolini | Executive Director
Rebuilding Together Miami-Dade, Inc.

County Construction Sign

NEW SIGN REQUEST FORM

☐ **GOB**

☐ **NON GOB**

STANDARD 4' X 8' CONSTRUCTION SIGN

- ☐ In Ground 1 Sided ☐ In Ground 2 Sided
☐ A-Frame 1 Sided ☐ A-Frame 2 Sided

QTY.

MODIFIED 2' X 3' CONSTRUCTION SIGN

☐ **Portable A-Frame**

This Form to be Emailed to:
 Makington Chery: cmakin@miamidade.gov
 and Hernan Lopez: lopezh@miamidade.gov

www.miamidade.gov or call 311

Sign is 4' X 8' with 12' post

- Project Manager to mark location of sign(s) on site.
- Installer to call Sunshine 811 or 1-800-432-4700 for underground inspection before digging.

Service Ticket #

Attachment F

Department Code

Activity

Source Type

Fund

Grant

Project Name

Project Number

Estimated Project Completion Date (mm/dd/yyyy)

Project Website

Project Description (max characters 225)

Name: _____

Department: _____

Address: _____

Phone Number: _____

District Commissioner

Funding Source Logo(s) (3 Max)



Other Specify:

Sign location address
 Plus specific location of sign placement



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT **G**

FAIR SUBCONTRACTING POLICIES
(Ordinance 97-35)

FAIR SUBCONTRACTING PRACTICES

In compliance with Miami-Dade County Ordinance 97-35, the Developer submits the following detailed statement of its policies and procedures of awarding subcontracts:

Rebuilding Together Miami-Dade, Inc.'s policies and procedures of awarding contractors are in compliance with Miami-Dade County Ordinance 97-35.

I hereby certify that the foregoing information is true, correct and complete.

Signature of Authorized Representative: Martina Spolinski

Title: Executive Director

Date: 01/11/2025

Firm Name: Rebuilding Together Miami-Dade, Inc.

FEIN: 65-0424304

Address: 3628 Grand Avenue

City: Miami

State: FL

Zip Code: 33133

Telephone: 305.700.6711

Fax: NA



CD/51/31313/V



PUBLIC HOUSING AND COMMUNITY DEVELOPMENT (PHCD)

ATTACHMENT H

SUBCONTRACTOR/SUPPLIER LISTING
(Ordinance 97-104)

Firm Name of Prime Contractor/Developer Rebuilding Together Miami-Dade, Inc.

This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, **MUST** be completed by the developers on County contracts for purchase of supplies, materials or services, including professional services which involve expenditures of \$100,000 or more, and all developers on County or Public Health Trust construction contracts which involve expenditures of \$100,000 or more. **This form, or a comparable listing meeting the requirements of Ordinance No. 97-104, must be completed and submitted even though the developer will not utilize subcontractors or suppliers on the contract. The developer should enter the word "NONE" under the appropriate heading on this form in those instances where no subcontractors or suppliers will be used on the contract.** The developer who is awarded the contract shall not change or substitute first tier subcontractors, direct suppliers or the portions of the contract work to be performed, or materials to be supplied from those identified, except upon written approval of the County.

Business Name and Address of First Tier Subcontractor/ Sub-consultant	Scope of Work to be Performed by Subcontractor/Sub-consultant	Principal Owner	(Principal Owner)	
			Gender	Race
TBD	TBD			

Business Name and Address of Direct Supplier	Supplies/Materials/Services to be Provided by Supplier	Principal Owner	(Principal Owner)	
			Gender	Race
TBD	TBD			

I certify that the representations contained in this Subcontractor/Supplier Listing are to the best of my knowledge true and accurate.

Martina Spolini

Martina Spolini

Executive Director

Signature Developer(s)

Print Name

Print Title

01/17/2025

Date

Authorized Representative

(Duplicate if additional space is needed)





ATTACHMENT

PUBLIC HOUSING AND COMMUNITY DEVELOPMENT**Agreement****To Authorize Examination of Records and Adhere to Records Retention Requirements**

The undersigned agrees to the stipulations noted below for all work, materials, and services provided under this agreement dated 01/17/2025 and/or for all other third-party agreements/contracts for labor, materials, and services related to the work covered by this agreement for the Housing Rehabilitation project/activity.

The undersigned shall ensure, and shall require all parties with whom it contracts to ensure, that Miami-Dade County, the Department of Housing and Urban Development, or Comptroller General of the United States, or any of their duly authorized representatives shall, have access to and the right to examine any of the following **records** from the awardee, sub-recipient, developer, contractor, subcontractor, suppliers and/or any other entity involved in any capacity in the above-referenced project/activity, for seven (7) years after final payment under contract. Records shall include, but are not limited to, the following:

Contracts, sub-contracts, audits, financial books, ledgers, copies of canceled checks (front and back), wire transfer confirmations, payment requests (draws), invoices, receipts, drawings, maps, pamphlets, designs, electronic tapes, computer drives and diskettes, other media storage, pertinent books, documents, papers, or other records—whether physical, electronic, or in any form— involving transactions related to this contract for the purpose of making audits, examinations, excerpts, and transcriptions.

The awardee, sub-recipient, developer, contractor, sub-contractor, sub-tier, suppliers and or any other entity involved in any capacity in the above-referenced project shall adhere to the following **records retention** requirements:

- a) Maintain, and require that its sub-contractors and suppliers maintain complete and accurate records to substantiate compliance with the requirements set forth in the contract/agreement documents for this project.
- b) The undersigned shall retain such records, and all other documents related to the services and materials furnished for this project, for a period of three (3) years from the completion of the activity or project.

Other information:

- a) The County may conduct unannounced visits to offices, satellite offices, work sites, supplier warehouse, etc. of all entities involved in any capacity in the above-referenced project.
- b) Pursuant to the contract, there may be additional records requirement not listed in this agreement.

Entity Name:

Rebuilding Together Miami-Dade, Inc.

Employer ID #/FID #:**Full Address (including City, ST and Zip) and Email Address**

3628 Grand Avenue, Miami, FL 33133

martina@rtlmiami.org

Signature:*Martina Spolini***Print Name:**

Martina Spolini

Date:

01/17/2025

Title:

Executive Director

Check one, as applicable:

- ☐ Developer
☐ Sub-contractor or sub-tier sub-contractor

- ☐ Prime-Contractor
☒ Other (specify) Nonprofit Agency

Housing and Community Development

Attachment J

Community Development Block Grant (CDBG) Program

Not Applicable



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.

Rebuilding Together Miami-Dade, Inc. 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: Martina Spolini

Title of Contractor's Authorized Representative: Executive Director

Signature of Contractor's Authorized Representative: *Martina Spolini*

Date: 01/17/2025



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.

Rebuilding Together Miami-Dade, Inc. 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: Martina Spolini

Title of Bidder's/Proposer's Authorized Representative: Executive Director

Signature of Bidder's/Proposer's Authorized Representative: *Martina Spolini*

Date: 01/17/2025

MDC-RTG-D7-2024-Agreement

Final Audit Report


2025-01-17


Created:	2025-01-17 (Eastern Standard Time)
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-  Document emailed to Martina Spolini (martina@rtmiami.org) for signature
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 Signer alex@rtmiami.org entered name at signing as Alex Allende
2025-01-17 - 5:04:16 PM EST- IP address: 137.103.58.94


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Documents: MDC-RTG-D7-2024-Aggreement.pdf
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 Agreement viewed by sam@rtmiami.org
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 Signer sam@rtmiami.org entered name at signing as Samantha Pryde
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 Document e-signed by Samantha Pryde (sam@rtmiami.org)
Documents: MDC-RTG-D7-2024-Aggreement.pdf
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 Agreement completed.
2025-01-17 - 5:08:49 PM EST

RESOLUTION NO. CRA-15-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, APPROVING THE REVISED N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY GRANTS PROGRAM GUIDELINES; AUTHORIZING THE EXECUTIVE DIRECTOR TO IMPLEMENT THE REVISED GRANT PROGRAMS CONSISTENT WITH THE REVISED N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY GRANTS PROGRAM GUIDELINES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the mission of the Northwest 79th Street Corridor Community Redevelopment Agency (“CRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

WHEREAS, the CRA previously approved the CRA Grants Program Guidelines; and

WHEREAS, the Board of Commissioners of the CRA desires to approve the revised CRA Grants Program Guidelines in the form attached hereto as Exhibit “A”.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:

Section 1. Recitals. The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

Section 2. Approval of Revised CRA Grants Program Guidelines. The revised CRA Grants Program Guidelines in the form attached hereto as Exhibit “A” are hereby approved.

Section 3. Implementation of Revised CRA Grants Program Guidelines. The Executive Director or Executive Director’s designee is hereby authorized to implement the revised grant programs consistent with the revised CRA Grants Program Guidelines.

Section 4. Effective Date. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of December, 2025.

Rhenie Dalger
Chair

ATTEST:

Tanisha “Wakumi” Douglas, MSW
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Rhenie Dalger
Vice Chair Gilbert St. Jean, Phd
Board Member Tanisha “Wakumi” Douglas, MSW
Board Member Sandy Lila, MPA
Board Member Nadege Vilsaint, RCSWI, MSW

_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)
_____	(Yes)	_____	(No)



Date: December 2, 2025

To: Board Members of NW 79th Street Community Redevelopment Agency

From: Khass Oupelle, Executive Director
NW 79th Street Corridor Community Redevelopment Agency

Subject: Resolution Approving the Updated NW 79 Street CRA Grants Program Guidelines

Recommendation

It is recommended that the Board of Commissioners adopt a resolution approving the revised NW 79 Street Community Redevelopment Agency (CRA) Grants Program Guidelines, attached hereto as Attachment A, and authorizing the Executive Director to implement the updated program guidelines effective upon Board approval.

Fiscal Impact

There is no direct fiscal impact associated with the approval of the updated Grants Program Manual. All programs outlined in the manual will continue to be funded through the CRA's annual budget allocations for commercial revitalization and economic development activities. Funding for individual projects will be subject to annual budget approval.

Delegation of Authority

Upon adoption of this item, the Executive Director or Executive Director's designee shall be authorized to implement the revised grant programs consistent with the adopted guidelines.

Background

The NW 79 Street CRA's existing Grants Program Manual has been comprehensively updated to improve clarity, modernize procedures, and align all funding programs with the CRA's strategic focus on visible corridor transformation and public-facing improvements.

The majority of the revisions were made to make the guidelines more digestible and user-friendly for applicants, property owners, and CRA partners, simplifying technical language, consolidating requirements, and improving document flow without altering program integrity.

Key revisions include:

1. **Increased Grant Limits:** To reflect the current high cost of construction and materials, the Revitalization & Rehabilitation Grant (RRG) maximum award has been increased from \$75,000 to \$100,000, and the Business Attraction & Expansion Grant (BAEG) maximum award has been increased from \$100,000 to \$150,000.
 - a. For both programs, at least 50% of awarded funds must be allocated to visible exterior improvements such as façade enhancements, landscaping, signage, lighting, or other public-facing upgrades.
2. **Creation of a Façade Improvement Program (FIP):** A no-match, \$50,000 grant dedicated exclusively to street-facing façade and corridor beautification projects.
3. **Policy Alignment:** Removal of mandatory job-creation requirements and replacement with a local-hiring encouragement policy leveraging District 2 and Miami Dade County Economic Development resources to promote community participation and small-business engagement.
4. **Program Standardization:** Consistent formatting across all grant programs (RRG, BAEG, SBTIG, and FIP) using the same structure, Funding Structure, Eligible Improvements, and Eligibility & Conditions, to simplify administration and improve transparency.

5. **Policy Alignment:** The previous Community Benefits Agreement (CBA) requirement has been eliminated for projects under \$500,000, streamlining smaller grant approvals while retaining full compliance for larger development projects.
6. **Program Disclaimers:** Expanded language reinforcing CRA discretion, authority to modify program criteria, and the prioritization of visible, measurable outcomes in alignment with the Redevelopment Plan.

These revisions position the NW 79 Street CRA to more effectively leverage its resources toward projects that produce tangible corridor improvements, attract private investment, and enhance the community's visual and economic vitality.

Attachment

Proposed Redlined NW 79 Street CRA Grants Program Guidelines

AREA IMPROVEMENT & REDEVELOPMENT GRANT PROGRAM

GUIDELINES

N.W. 79TH STREET COMMUNITY REDEVELOPMENT AGENCY BACKGROUND

Community Redevelopment Agencies (CRAs) play a vital role in revitalizing and enhancing urban areas that may be struggling with economic decline, disinvestment, or infrastructure challenges. Established to foster sustainable community development, these agencies implement strategies that focus on improving housing, creating jobs, and enhancing public spaces. By collaborating with local governments, businesses, and residents, CRAs aim to transform neighborhoods into vibrant, thriving environments. Their efforts not only address immediate issues but also promote long-term economic growth and redevelopment, making them essential players in the landscape of urban development.

In order to eliminate and prevent the spread of blighted conditions and stimulate and support the redevelopment of the NW 79th Street corridor, the NW 79th Street Corridor Community Redevelopment Agency (commonly referred to as the “CRA,” “Redevelopment Area” or “Agency”) was created and its Board of Commissioners (Board) appointed by the Miami-Dade County (County) Board of County Commissioners (BCC), pursuant to Chapter 163, Part III, Florida Statutes and Ordinance No. 11-52, as amended, on July 19, 2011. The Agency’s Redevelopment Plan was approved on July 9, 2011.

The Redevelopment Area is located in the west-central portion of Miami-Dade County. Its boundaries extend approximately 3 miles from N.W. 7th Avenue at the eastern end to N.W. 37th Avenue on the west side; it extends south for about one-third of a mile to include an industrial area centered around the FEC railroad tracks running approximately parallel to N.W. 79th Street. The center portion, between N.W. 17th and NW 27th Avenues, widens considerably to extend to N.W. 61st Street on the south to N.W. 87th Street on the north, a distance of about one mile. The east end, east of N.W. 17th Avenue, is less than a thousand feet wide, and centered on NW 79th Street. The overall area encompasses about 1,254 acres.

The Area is a key location that supports the expansion, creation and diversification of the Miami-Dade economy. The Redevelopment Plan for the NW 79th Street Corridor CRA proposes an outline of programs and strategies designed to address:

- a. Infill and replacement housing
- b. Land acquisition
- c. Economic development
- d. Grant and financing programs
- e. Infrastructure and neighborhood improvements

f. Planning and land use regulation

II. AREA IMPROVEMENT & REDEVELOPMENT GRANT PROGRAMS

~~This manual is provided to describe the Agency's Area Improvement and Redevelopment (AIRG) grant programs and outline the guidelines to be used for providing assistance to those seeking financial support from the Agency. At the time of application, a business must have been in operation for a minimum of two (2) years. Funds can only be awarded to businesses within the CRA boundaries and can only be expended to benefit projects located within these boundaries. Grant awards are contingent upon a demonstrated benefit to the Area, are awarded in compliance with the Agency's Redevelopment Plan, and may require an in-person presentation to the Agency's Board of Commissioners. The grants program will evolve as the CRA identifies additional areas where funding support may be necessary for local businesses.~~

~~The Agency's grants are designed to support the economic and financial well-being of the Area through the expansion and creation of businesses, removal of blighted areas, creation and maintenance of affordable housing, and support services to the businesses and residents within the Area. The Agency's grant funding is reimbursement-based and contingent upon the availability of funding in the Agency's budget. The primary goal of the grant programs is to create positive change within the area through improvements of businesses, infrastructure and structures. Preference for funding will be awarded on a first-come, first-served basis and will be provided to applicants who can demonstrate that funding will:~~

- ~~• Help eliminate or reduce blighted conditions;~~
- ~~• help businesses expand sales revenue, improve competitiveness or enter new markets;~~
- ~~• create additional affordable housing units within the boundaries of the Redevelopment Area;~~
- ~~• provide new or expand services deemed needed for low- and very low-income persons in the Redevelopment Area; and/or~~
- ~~• be used to leverage other funds to expand or increase the overall size of the project proposed by the applicant.~~

Proposed Revised Version

This manual outlines the Agency's Area Improvement and Redevelopment (AIRG) grant programs and the guidelines for providing assistance to businesses and property owners seeking to reinvest in the NW 79th Street CRA.

At the time of application, a business must generally have been in operation for a minimum of two (2) years; however, the Agency may consider newer businesses or redevelopment projects that demonstrate strong potential to activate vacant spaces or visibly enhance the corridor.

Funds may only be awarded to properties and businesses located within the CRA boundaries and must directly benefit the Redevelopment Area. All grant awards are contingent upon a demonstrated benefit to the Area, compliance with the CRA's Redevelopment Plan, and available funding in the Agency's budget. Applicants may be required to provide an in-person presentation to the CRA Board of Commissioners.

The Agency's grant programs are designed to support visible, high-quality improvements and strengthen the Area's economic vitality by:

- Eliminating or reducing blighted conditions;
- Improving the exterior appearance and functionality of commercial properties;
- Supporting businesses in expanding operations, increasing competitiveness, or activating underutilized spaces;
- Encouraging the use of local contractors, vendors, and workforce resources within District 2 and the CRA boundaries; and
- Leveraging private or external funds to maximize overall investment in the Redevelopment Area.

The CRA's grant funding is typically reimbursement-based and may evolve as the Agency identifies additional priorities or gaps in business support. Programs will continue to adapt to ensure that Agency investments create tangible, visible improvements that enhance property values, corridor identity, and community pride.

III. AGENCY GRANTS ADMINISTRATOR CONTACT

Proposed: add new email GRANTS@NW79STREETCRA.GOV

NEIGHBORS AND NEIGHBORS ASSOCIATION, INC. (NANA)
NW 79TH STREET AGENCY GRANTS COORDINATOR
5120 N.W. 24TH AVENUE, MIAMI, FL 33142
E-MAIL - 79STCORRIDOR@NANAFL.ORG
GRANTS@NW79STREETCRA.GOV
PHONE - (305) 756-0605

IV. GENERAL AREA IMPROVEMENT AND REDEVELOPMENT GRANT (AIRG) REQUIREMENTS

- ~~Projects approved by the Agency, must seek to eliminate slum and blight.~~
- ~~Applicant must have either proof of property ownership, an executed lease, or signed documents showing a bona fide intent to purchase or lease a property within the boundaries of the Redevelopment area.~~
- ~~Tenants must have a signed lease of at least five (5) years, or documentation showing an intent to sign a lease of at least five (5) years and three (3) years of performance activity documentation in a similar business.~~
- ~~Every effort must be made to hire residents residing within the Agency's boundaries.~~
- ~~The Agency, at its sole discretion, may consider increasing the funding limits on a case-by-case basis. If the request exceeds the standard amount, the applicant must abide by the following:~~
 - ~~All entities or contractors receiving grants from the Agency for new commercial and residential developments to be constructed within the Redevelopment Area in an amount of \$100,000 or more, will be required to enter into a Community Benefits Agreement (CBA) with the Agency which will benefit the residents of the Redevelopment Area.~~

~~○ To the extent allowed by law, a CBA shall include provisions for hiring local workforce for the project. The Agency will ensure that such entities or contractors comply with requirements as established by Miami-Dade County's Living Wage or Responsible Wage Ordinance, pursuant to Sections 2-8.9 and 2-11.16 of the Code of Miami-Dade County, Florida, or pay higher wages and benefits, as feasible.~~

~~○ All organizations contracting with or receiving a grant from the Agency in an amount of \$500,000 or more, or such other amount as may be established by this Agency, shall comply with the following Miami-Dade County ordinances contained in the Code, as may be amended:~~

~~1. Small Business Enterprises (Section 2-8.1.1.1.1 of the Code)~~

~~2. Community Business Enterprises (Section 2-10.4.01 of the Code)~~

~~3. Community Small Business Enterprises (Section 10-33.02 of the Code)~~

~~4. Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1 of the Code)~~

~~5. Living Wage Ordinance (Section 2-8-9)~~

Proposed Revised Version

All applicants must comply with the following universal requirements for commercial grant programs within the NW 79th Street Community Redevelopment Area (CRA):

1. **Eligible Property Use:** Primary property use must be *commercial* and located within the NW 79th Street CRA boundaries.
2. **Licenses and Permits:** All applicable Miami-Dade County and State of Florida business licenses must be current at the time of application. Applicants must also comply with all County permitting and inspection requirements.
3. **Preliminary Designs and Documentation:** Applicants must provide preliminary design concepts, color photographs of the existing conditions, and relevant project documentation (e.g., estimates, conceptual renderings, or scope narrative).
4. **Property Condition:** The property must not have any outstanding liens, open code violations, pending litigation, or unpaid real or tangible property taxes. ***Exceptions may be made if the proposed improvements will directly address those violations.***
5. **Pre-Application Meeting:** Applicants are required to meet with CRA staff or the Grants Administrator before submission to confirm eligibility, program alignment, and readiness to proceed.
6. **Application Submittal:** Applications must be completed in full, signed by all relevant parties, and submitted to the CRA or its designated Grants Administrator for review.
7. **Proof of Ownership or Tenancy:** Applicants must provide proof of ownership, an executed lease, or documentation of a bona fide intent to purchase or lease a property within the CRA boundaries.
 - Tenants must have a minimum five (5)-year lease or documentation showing intent to sign such a lease.

- Tenants must also obtain written owner approval and submit a Landlord's Certificate provided by the CRA.

8. **Contractor Estimates:** Applicants must submit at least three (3) competitive cost estimates from licensed contractors acceptable to the CRA.

9. **Design and Code Compliance:** All work must comply with applicable Miami-Dade County building, zoning, and code requirements and the NW 79th Street CRA Design Standards (where applicable).

10. **Local Hiring Encouragement:** Every effort must be made to hire locally. Applicants and contractors are strongly encouraged to use vendors, service providers, and residents from within District 2 and the CRA boundaries, utilizing the District 2 Office of Economic Development's business directory and workforce resources.

11. **Additional Improvements:** The CRA may require additional improvements or design modifications as a condition of approval to protect the public interest, ensure design consistency, or enhance corridor aesthetics.

12. **Large Project Compliance:** All organizations contracting with or receiving a grant of **\$500,000 or more**, or such amount as established by the Agency, shall comply with the following Miami-Dade County ordinances:

- Small Business Enterprises (Section 2-8.1.1.1.1)
- Community Business Enterprises (Section 2-10.4.01)
- Community Small Business Enterprises (Section 10-33.02)
- Conflict of Interest and Code of Ethics Ordinance (Section 2-11.1)
- Living Wage Ordinance (Section 2-8.9)

The CRA reserves the right to impose conditions of approval or modify awards at its discretion to protect the public interest, ensure consistency with the Redevelopment Plan, and promote visible and lasting improvements to the NW 79th Street corridor.

V. INELIGIBLE USES OF GRANT FUNDS

~~Each program has specific eligible expenditures and criteria. However, the items detailed below are ineligible across all programs, including but not limited to:~~

- ~~● Debt/Refinancing existing debts~~
- ~~● Mortgage payments for real estate~~
- ~~● Consultant fees or expenses for services (cleaning, etc.)~~
- ~~● Business payroll/Day-to-day operating expenses~~
- ~~● Purchase of alcohol, tobacco or medicine~~
- ~~● Late payment fees~~
- ~~● Utility bills~~

- ~~Real estate rental deposits or rent payments (except if approved by the Business Attraction & Expansion Grant)~~
- ~~Any illegal activity~~
- ~~Improvements made prior to grant approval~~

Proposed Revised Version

Each grant program has specific eligible expenditures and criteria. However, the following items are ineligible across all programs, including but not limited to:

1. Debt-related expenses:

- Refinancing existing debts, loan repayment, or mortgage payments for real estate.

2. Operational or administrative expenses:

- Business payroll, utilities, rent (except if approved under the Business Attraction & Expansion Grant), late fees, or other day-to-day operating costs.

3. Non-capital services or professional fees:

- Consultant or management fees, recurring services (e.g., cleaning, landscaping, accounting), or expenses not directly related to permanent physical improvements.

4. Purchases not tied to approved project scope:

- Furniture, décor, inventory, or portable equipment not permanently affixed to the property.

5. Prohibited or non-business expenses:

- Purchase of alcohol, tobacco, or medicine; contributions or donations; fines or penalties; or any expenditures unrelated to the approved project.

6. Retroactive or pre-approved work:

- Improvements or purchases made prior to written grant approval or contract execution are not eligible for reimbursement under any program.

7. Illegal or noncompliant activities:

- Any activities in violation of federal, state, or local law, or that do not comply with Miami-Dade County building or zoning requirements.

The CRA reserves the right to determine the eligibility of any proposed expense or improvement and may disallow any cost deemed inconsistent with the purpose, intent, or public interest of the Agency's Redevelopment Plan.

VI. GRANT PROGRAMS – OVERVIEW

The Agency offers several grant programs to support the reinvestment, rehabilitation, and expansion of businesses within the NW 79th Street Community Redevelopment Area (CRA). Each program addresses a distinct need but shares a common goal, **to eliminate blight, enhance property conditions, and create visible, lasting improvements along the corridor.**

<i>Program</i>	<i>Primary Purpose</i>	<i>Maximum CRA Contribution</i>	<i>Applicant Match</i>	<i>Typical Applicant</i>
<i>Revitalization & Rehabilitation Grant (RRG)</i>	Interior / exterior property improvements, building renovation, and permanent upgrades	Up to \$100,000	25% match	Existing businesses or property owners
<i>Business Attraction & Expansion Grant (BAEG)</i>	Relocation or expansion of businesses into the CRA	Up to \$150,000	50% match	Businesses relocating or expanding within CRA
<i>Façade Improvement Program (FIP)</i>	Exterior beautification, signage, and visible façade upgrades	Up to \$50,000	No match required	Property owners or tenants within CRA boundaries
<i>Small Business Support Grant (SBSG)</i>	Capacity Building and Retention	Up to \$10,000	No match required	Existing small businesses seeking to improve capacity and long term retention

A. REVITALIZATION & REHABILITATION GRANT (RRG)

The RRG provides financial assistance to eligible businesses and property owners for interior and exterior renovations and the installation of permanent improvements to commercial buildings.

Funding Structure

- Maximum CRA contribution of \$100,000.
- Applicant match of 25 percent of total project cost.
- Reimbursement-based upon completion and inspection of approved improvements.

Eligible Improvements Include

- Exterior/interior painting and lighting upgrades.
- ADA compliance improvements.
- HVAC systems, water/sewer connections.
- Parking lot resurfacing or re-striping.
- Landscaping or irrigation attached to property.
- Windows, doors, fences, gates, awnings, and signage.
- Resolution of code violations and structural repairs.

- 227 **Eligibility and Conditions**
- 228 • Applicants must generally have been in business for at least two (2) years; the CRA may consider
- 229 exceptions for projects with significant visual impact.
- 230 • Work must be performed by licensed contractors and comply with County codes.
- 231 • Every effort should be made to hire local contractors and vendors from District 2 and the CRA
- 232 boundaries.

233 While the program allows both interior and exterior improvements, priority will be given to projects that

234 produce visible exterior enhancements contributing to the overall beautification and revitalization of the NW

235 79th Street corridor. Substantial work should result in a noticeable improvement to the property façade, site

236 appearance, or the public-facing portion of the building.

237 **B. BUSINESS ATTRACTION & EXPANSION GRANT (BAEG)**

238 The BAEG is intended to attract new businesses and support the expansion of existing operations within the

239 CRA. The program helps offset eligible relocation or build-out costs.

240 **Funding Structure**

- 241 • Maximum CRA contribution of \$150,000.
- 242 • Applicant match of 50 percent of total project cost.
- 243 • Reimbursement-based upon completion of approved scope.

244 **Eligible Improvements Include**

- 245 • Tenant build-out and space expansion (addition of at least 50% existing square footage).
- 246 • Permanent interior or exterior construction costs.
- 247 • Signage, lighting, accessibility, and parking improvements.
- 248 • Relocation-related fees (e.g., impact fees for change of use).
- 249 • Up to 50% of six (6) months' rent during renovation period.

250 **Eligibility and Conditions**

- 251 • Company must be a for-profit entity with at least two (2) years of operations or demonstrated
- 252 capacity to sustain long-term business activity.
- 253 • Tenants must have a minimum three-year lease (renewable).
- 254 • Local hiring and contracting encouraged.

255 **Priority Business Types**

256 The Agency prioritizes businesses that enhance the CRA's desired retail mix and contribute to the economic

257 and cultural vibrancy of the NW 79th Street corridor.

258 Examples of preferred business types include:

- 259 1. Entertainment venues and cultural attractions;
- 260 2. Restaurants (full-service, fast-casual, and/or fine dining);
- 261 3. Breweries and craft beverage establishments;
- 262 4. Shared-use kitchen halls, food incubators, or culinary spaces;
- 263 5. Creative workspaces and professional studios;

6. Recording and production studios for the film and music industry;
7. Independent, locally owned coffee shops and cafés;
8. Fresh produce markets and farmers' markets;
9. Performing arts venues and small theaters; and
10. Specialty or boutique retail stores.

The CRA may also provide additional consideration for locally owned, minority-owned, or community-oriented enterprises that align with the Cultural, Art, and Innovation District's vision.

Projects may include interior build-outs or expansions as necessary for business operations; however, funding preference will be given to improvements that visibly enhance the building's exterior or public-facing areas. The CRA reserves the right to require that a portion of the project scope include façade, signage, or site improvements that contribute to the corridor's aesthetic transformation.

C. FAÇADE IMPROVEMENT PROGRAM (FIP)

The FIP is designed to stimulate visible, high-impact improvements to commercial properties located along street-facing frontages within the Northwest 7th Avenue Community Redevelopment Area (CRA).

Funding is provided as a grant of up to \$50,000 per property, with no matching contribution required. Approved applicants may receive up to 100% reimbursement for eligible improvements, subject to funding availability and CRA Board approval.

Funding Structure

- Maximum grant amount: \$50,000 per property.
- No matching funds required.
- CRA may award partial funding based on scope and location.

Eligible Improvements

- Exterior painting and repairs
- Installation or replacement of awnings, canopies, or shutters
- Replacement or installation of windows and/or doors
- New or upgraded signage (compliant with CRA and Miami Dade County Design Standards)
- Outdoor patios, decks, or dining areas
- Adjoining parking lot and driveway improvements
- Sidewalk and pedestrian enhancements adjacent to the building
- Landscaping and irrigation adjacent to the façade
- Exterior lighting that improves visibility or security
- Resolution of façade-related code violations
- Security systems, including cameras and cybersecurity protection.

D. SMALL BUSINESS SUPPORT GRANT (SBSG)

The SBSG supports existing small businesses within the NW 79th Street CRA that contribute to the corridor's economic vitality and long-term stability.

300 The program is designed to strengthen small businesses by funding capacity-building improvements such
301 as technology upgrades, professional services, or operational tools that enhance competitiveness, improve
302 customer experience, and promote business retention.

303 **Funding Structure**

- 304 • Maximum CRA contribution: Up to \$10,000 per business.
- 305 No matching contribution required.

306 **Eligible Expenditures**

- 307 • Technology upgrades such as point-of-sale (POS) systems, computers, or software subscriptions.
- 308 • Website development, e-commerce setup, and digital marketing tools.
- 309 • Security systems (e.g., cameras, alarms, or cybersecurity protection).
- 310 • Professional services such as accounting, bookkeeping, or legal assistance tied to business
311 compliance or growth.
- 312 • Commercial insurance, business licensing, or certifications necessary for continued operation.
- 313 • Staff training and workforce development that improves service quality or operational capacity.
- 314 Storefront or signage improvements that enhance street presence or customer access.

315 **Note:** Routine operating expenses (e.g., rent, utilities, or payroll) are not eligible

316 **Eligibility and Conditions**

- 317 • For-profit businesses operating within the CRA.
- 318 • Business must be licensed, insured, and in good standing with Miami-Dade County.
- 319 • Work must be completed within 180 days of grant agreement execution.
- 320 • Applicants must demonstrate tenancy or ownership stability for at least one (1) year following
321 completion of the funded project.

322 The CRA reserves the right to deny or modify any proposed use of funds that does not clearly demonstrate
323 how the improvement will increase the business's operational capacity, efficiency, retention, or visibility
324 within the corridor.

325 **VII. GENERAL TERMS & CONDITIONS**

- 326 ~~A. Adult entertainment businesses, national chains, religious institutions, liquor stores, smoke/vape shops,~~
327 ~~or predatory lending services (payday lenders/checks cashing stores) are not eligible for grant funding.~~
- 328 ~~B. Any businesses/projects deemed eligible for financial assistance shall be located within the~~
329 ~~Redevelopment Area.~~
- 330 ~~C. The business to be assisted or the property to be developed must be privately owned.~~
- 331 ~~D. If recommended for a grant, applicant must attend the CRA meeting where the application will be~~
332 ~~considered.~~
- 333 ~~E. Businesses being considered for a grant(s) must be at least two (2) years old.~~
- 334 ~~F. Businesses that have received a grant(s) from the Agency within the past two (2) years, are not eligible for~~
335 ~~additional assistance, unless a demonstrated expansion of the business can be clearly shown. The Grants~~
336 ~~Administrator will make a determination on a case-by-case basis.~~
- 337 ~~G. Prior to applying keep in mind:~~

- Projects requiring rehabilitation must prove to be structurally feasible.
 - Under no circumstances, will funds be awarded to an applicant for a building that will not be occupied after rehabilitation. Buildings to be rehabilitated shall be occupied at the time funding is requested or subject to a bona fide lease or rental agreement providing for occupancy or re-occupancy after completion of the rehabilitation. A building owner may contract with the Agency to undertake the commercial rehabilitation improvement process on a vacant business building, understanding that the Agency will not reimburse any cost until such time the space is occupied. Should the building unit remain vacant for one (1) year following completion of the rehabilitation, the Agency's responsibility to reimburse any cost shall expire.
 - For non-owner occupied/lease holder improvements, the applicant must have partnered with the property owner and have a negotiated lease that will keep the business in the improved location for a minimum of two (2) years after the conclusion of improvements.
 - For business owners utilizing grant funds to purchase equipment, the equipment will be considered property of the Agency until fully amortized, therefore:
 1. Extended warranties that protect the equipment, until fully amortized, must be purchased along with the equipment whenever possible.
 2. The equipment must be protected under the awarded business's insurance policy.
 3. If the business ceases to operate before full amortization, the property is to be returned to the Agency.
- H. The business shall keep the property in good condition and repair and shall not remove or demolish any improvements thereon in accordance with applicable terms and conditions. If this provision is violated, the grantee will be notified of any violations and will be given 60 days to correct the violations. If the violations are not corrected within the prescribed time frame, the property will not be eligible for further benefits from the Agency.
- I. No substantial changes will be made to the improvements for a minimum of two (2) years following completion of the rehabilitation of the building unless said changes are approved, in writing, by the Agency. If any changes are made without the prior written consent of the Agency, the building will not be eligible for further benefits in any Agency funded program.

Proposed reformatting and consolidating repetitive language

- A. Ineligible Business Types:** Adult entertainment establishments, national or corporate chain businesses, religious institutions, liquor stores, smoke/vape shops, or predatory lending services (including payday lenders and check-cashing stores) are **not eligible** for grant funding.
- B. Project Location:** All funded businesses or projects must be physically located within the NW 79th Street CRA Redevelopment Area and demonstrate a direct benefit to the corridor.
- C. Ownership:** The business to be assisted or the property to be improved must be **privately owned** and not owned by a public entity.
- D. Applicant Participation:** If recommended for funding, the applicant or authorized representative must attend the CRA Board meeting at which the grant application will be considered.
- E. Business Tenure:** Businesses applying for grant assistance should generally have been in operation for at least **two (2) years**. The CRA may, at its discretion, consider newer businesses that demonstrate strong potential to activate vacant spaces or enhance the corridor's appearance.

F. Repeat Funding: Businesses or property owners that have received CRA funding within the **past Five (5) years** are not eligible for additional assistance unless a significant expansion or new visible improvement can be clearly demonstrated. The Grants Administrator will make this determination on a case-by-case basis.

G. Project Feasibility and Occupancy: Before applying, applicants should note the following:

1. Projects requiring rehabilitation must be structurally feasible and compliant with County building codes.
2. Funds will not be awarded for improvements to a building that will remain vacant after completion. All funded buildings must be occupied at the time of application or have a bona fide lease or commitment to occupy upon project completion.
3. For non-owner-occupied or leasehold improvements, the applicant must have a lease agreement ensuring continued operation for at least five (5) years after completion of improvements.
If a building remains vacant for more than one (1) year following project completion, the CRA shall have the right to enforce its clawback clause and require repayment of the full grant amount

H. Equipment Purchased with Grant Funds: If CRA funds are used to purchase equipment:

1. The equipment will remain property of the CRA until fully amortized as defined in the grant agreement.
2. Extended warranties should be purchased whenever available to protect the equipment for the full amortization period.
3. Equipment must be covered under the grantee's commercial insurance policy.
4. If the business ceases operation before the amortization period concludes, the equipment shall be returned to the CRA.

I. Maintenance and Alterations: Grantees are required to maintain all improvements in good condition for a minimum of **five (5) years** following completion.

- The property shall not be altered, removed, or demolished without the prior written approval of the CRA.
- If the grantee fails to maintain improvements, they will be notified in writing and given **sixty (60)** days to correct deficiencies. Failure to comply may result in disqualification from future CRA assistance.

J. Agency Discretion and Compliance: The CRA reserves the right to:

- Conduct post-award site inspections to verify compliance.
- Require additional documentation or corrective measures to protect the public interest.
- Withhold future participation for any grantee found in violation of program terms, or engaged in conduct inconsistent with the purpose and intent of the Redevelopment Plan.

~~VIII. ARCHITECTURE DESIGN & CONSTRUCTION (IF APPLICABLE)~~ --Deleted

~~IX. COMMUNITY BENEFITS AGREEMENT~~ --Deleted

VIII. APPLICATION INFORMATION

- ~~A. A business must complete the Application to include all required attachments. The Agency reserves the right to use the applicant's name, photographs and/or likeness for any County or Agency-related publications, events, communications, website, etc.~~
- ~~B. A business which is applying for construction/renovation funding through this program, must complete the Application, include schematic-level drawings and a letter of commitment, or other type of documentation, which demonstrates that funding for the project is in place from all funding sources. If Agency funding will be used as a match, grantee will provide proof that all funding is in place within ninety (90) days of approval of grant or execution of CRA Grant Agreement. If no proof is provided, the grant award will automatically be considered rescinded.~~
- ~~C. The Agency, via the Grants Administrator, will accept applications on a first-come, first-served basis. Once an application is received, the Grants Administrator will note the date and time of receipt as applicable.~~
- ~~D. Applications will be reviewed to ensure completeness. An incomplete application will not be processed and will be returned to the applicant. Applications can be hand delivered, mailed, scanned or e-mailed to the Grants Administrator: uptown7@nanaft.org by the published deadline.~~
- ~~E. The Grants Administrator shall review applications, attachments, make recommendations for acceptance or rejection of the applications, and provide continuity for applicant inquiries. The staff may consider several factors, including but not limited to: completeness of the application, length of time the business has been in operation, location of the business, type of business, continuity of ownership, benefit to the community, number of employees, and the level of assistance requested as it relates to the limited amount of Agency funds available, when making recommendations for funding.~~
- ~~F. Each application package will be evaluated by the Agency for: 1) completeness; 2) conformance with the objectives of the Grant program; and 3) the economic impact of the use of the funds proposed by the organization. The Agency reserves flexibility in its evaluation of grant applications. Preference will be given to organizations addressing the Agency's areas of interest and the Agency's program objectives.~~
- ~~G. The Agency encourages businesses to use the grant funds to leverage and increase the total amount of funds to be invested leveraging either investor funding, additional grants, or debt to increase the size, value, and impact of the total investment proposed using the Agency's funds. Businesses are urged to contact their financial institution to discuss how the grant funds can be used to leverage a more significant investment in their business.~~
- ~~H. As a condition for funding, successful applicants may be required to provide oral updates directly to the Agency or through the Grants Administrator.~~
- A. Application Requirements: Applicants must complete the official CRA Grant Application and include all required attachments. The CRA reserves the right to use project photos or materials for Agency publications and reports.**
- B. Required Documents: Applications for construction or renovation funding must include:**
- Preliminary design or schematic drawings;**

- Cost estimates or contractor quotes; and
- Documentation showing that all project funding sources are secured. If the applicant fails to provide proof of matching or supplemental funding within 90 days of CRA approval, the award may be rescinded.

C. How to Apply: Applications are accepted on a first-come, first-served basis unless otherwise announced as part of a competitive funding cycle. Applicants are encouraged to meet with CRA staff or the Grants Administrator before submitting to confirm eligibility and program alignment. Applications may be submitted electronically or in person by the published deadline.

D. Review Process: The CRA or its Grants Administrator will review each application for completeness, eligibility, and alignment with the Redevelopment Plan. Incomplete applications will not be processed.

E. Evaluation Criteria: Applications will be evaluated based on:

1. Completeness and feasibility of the project;
2. Readiness to proceed and financial capability;
3. Visible improvement and contribution to corridor beautification; and
4. Alignment with CRA goals and design standards.

Priority for Visible Impact: *Projects demonstrating substantial, street-facing improvements and strong visual enhancement to the corridor will receive priority consideration. Up to 30% of the total evaluation may be based on visible impact and design quality.*

F. Post-Award Requirements: Approved applicants may be required to provide periodic updates or presentations to CRA staff or the Board on project progress and completion.

G. CRA Discretion: The CRA reserves the right to modify application timelines, evaluation criteria, or award amounts to align with program objectives and funding availability.

~~The grant payment process is detailed below and the executed Agreement, between the Agency and the successful applicant (grantee), will serve as the “Contract” for the purpose of the grant program. Please note that grant payments are made on a reimbursement basis or on behalf of an approved grantee through the Grants Administrator.~~

~~A.—Any work which is commenced, or equipment purchased, prior to approval and execution of a CRA grant award, will not be eligible for reimbursement under the Agreement.~~

~~B.—The owner must receive three (3) formal written quotes from eligible licensed contractors. The Grants Administrator will review all quotes provided by the organization, for reasonableness of cost, prior to the business/owner entering into a contract for the work to be performed. If the cost of the total job is less than \$5,000, and the installation is provided by the vendor (i.e., windows or awnings), only one written quote is necessary. All contractors must have a valid General or Building contractor’s license (Class A or B) as per Florida Statute 489, part 1, Department of Business and Professional Regulation (DBPR).~~

~~C.—Construction must start within ninety (90) days of design approval and be completed within one hundred eighty (180) days of the start of construction. If construction or improvements are delayed,~~

492 the grantee must contact the Grants Administrator. If a request for a grant extension is needed, the
493 request must be made to the Grants Administrator two (2) months prior to its expiration.

494 D.—If an extension for longer than six (6) months is needed, the Grants Administrator will forward the
495 request and sufficient justification to the Agency for their approval.

496 E.—If the scope of a project requires revision, the organization must inform the Grants Administrator to
497 determine if the revision will fall within the approved grant program guidelines. If so, the Grants
498 Administrator shall inform staff and the Agency in writing and seek prior approval.

499 F.—Businesses using funds for construction or rehabilitation must comply with all requirements of the
500 County for obtaining building permits, sign permits, electrical permits, or any other related permits.
501 Work of any kind started without proper permits, required sealed plans (any structural improvements
502 require sealed plans) and specifications, if applicable, will not be eligible for assistance and will not
503 be reimbursed.

504 G.—Construction contracts lasting less than three weeks in duration will be paid by a lump sum at the
505 end of the contract upon issuance of the Certificate of Occupancy (if appropriate), final inspection
506 by the Architect and County Building Official, and all release of liens from contractors, sub-
507 contractors and suppliers.

508 H.—Construction contracts lasting more than three weeks may have progress payments for the eligible
509 program costs, at the request of the owner, at two week intervals with the final payment to be made
510 upon issuance of the Certificate of Occupancy, final inspection by the Architect and County Building
511 Official, receipt of all labor standards documentation, and all release of liens from contractors, sub-
512 contractors and suppliers.

513 I.—Businesses must document the expenditure of their match before any funds are released by the
514 Agency. With prior approval of the Agency, the agreement between the Agency and the business may
515 allow for the Agency to fund allowable expenses of an approved invoice on a reimbursement basis;
516 not to exceed the funding limits of the approved grant.

517 J.—Requests for reimbursement of construction costs will be reviewed only as a complete package. Any
518 costs not included in a request for reimbursement will not be considered.

519 K.—As illustrative, documentation required with an application for payment of renovation construction
520 costs includes:

521 —Cancelled checks

522 —Detailed invoices (quotes, estimates are not acceptable) and paid receipts

523 —Name, address, telephone number and, if applicable, the contractor, vendor, etc.

524 —Signed statement attesting to the design and construction costs incurred

525 L.—The Agency and staff reserve the right to verify all costs associated with design and construction work
526 for which payment is requested.

M. ~~All change orders must have prior approval from the Grants Administrator and staff, or any costs associated with the change order will be disallowed.~~

N. ~~All checks for reimbursement will be issued through the Grants Administrator unless provided for differently between the Agency, the Grants Administrator and the grantee. Final payment of the last invoice will be made only after receipt of a final Project Report/Job Report and Certificate of Occupancy from the County Building Department (where required) and Certificate of Appropriateness (where required).~~

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

IX. PAYMENT PROCESS & CONDITIONS (Revised)

Grant payments are made on a reimbursement after the grantee has met all program requirements and executed a formal CRA Grant Agreement, which serves as the contract between the CRA and the applicant.

A. Eligibility of Expenses

1. Work started or equipment purchased before CRA approval and contract execution is not eligible for reimbursement.
2. All work must be completed by licensed contractors in accordance with Florida Statute 489 and Miami-Dade County permitting requirements.
3. Only costs specifically identified in the approved scope of work are reimbursable. Change orders require written CRA approval before work begins.

B. Contractor Quotes and Permits

1. Applicants must obtain three (3) competitive written quotes from qualified licensed contractors.
2. For projects under \$5,000 with installation provided by the vendor (e.g., windows, awnings), one quote is acceptable.
3. Once the CRA's prequalified contractor pool is established, the CRA may direct applicants to select from that approved pool of contractors in lieu of obtaining three quotes. Use of the prequalified pool shall be deemed compliant with this requirement and shall not require further amendment of these guidelines or additional Board action.
4. All necessary building, electrical, sign, and related permits must be secured before construction starts.
5. Work begun without proper permits or sealed plans will be disqualified from reimbursement.

C. Construction Timeline and Extensions

1. Construction must begin within 90 days of design approval and be completed within 365 days of the start date.
2. Requests for extensions must be submitted at least 60 days before the deadline.
 - Extensions up to six (6) months may be approved by the Grants Administrator; longer requests require CRA Board approval.

D. Payment Requests

1. The CRA reimburses eligible expenses after:
 - Submission of paid invoices and cancelled checks,

- Final inspection or Certificate of Occupancy (if applicable), and
- Receipt of lien releases from all contractors and suppliers.

2. The CRA will withhold 20 percent (20%) of the final payment until all liens are satisfied and final documentation is approved.

E. Documentation Required

Each payment request must include:

- Detailed paid invoices (not estimates);
- Proof of payment (cancelled checks or bank statements);
- Contractor and vendor contact information; and
- A signed statement certifying costs incurred are accurate and complete.

F. Verification and Compliance

- The CRA reserves the right to verify all costs and inspect the project at any time.
- Any unauthorized changes, unapproved costs, or failure to meet CRA requirements may result in denial of payment or termination of the agreement.
- All reimbursements are issued through the Grants Administrator unless otherwise approved by the CRA.

G. Security Interest / UCC Filing

To safeguard public funds and ensure compliance with grant obligations, the CRA reserves the right to record a UCC-1 Financing Statement or similar lien with the Florida Secured Transaction Registry to secure the Agency's financial interest in any equipment, fixtures, or improvements funded through its grant programs. The lien shall remain in effect until all obligations under the executed grant agreement have been satisfied, including maintenance periods, occupancy requirements, or other compliance terms. Upon verification of full compliance, the CRA shall file a UCC-3 Termination Statement to release the lien. The grantee shall cooperate with the CRA and its legal counsel in providing any information necessary for the filing or release of such instruments.

X. PROGRAM DISCLAIMERS

~~A. The Agency, in its sole discretion, reserves the right to reject any and all grant applications, postpone or cancel the Grant program, or waive any irregularities in applications submitted for program grant funding. The Agency, in its sole discretion, reserves the right to request and evaluate additional information from any applicant after the submission deadline as the Agency deems necessary.~~

~~B. Areas not covered in detail in this policy which arise during the application, implementation, or construction phases will be handled as the situation may dictate so as not to impede orderly progress. The Agency shall have the final determination related to interpretations of this policy.~~

~~C. If additional funding is pending from other sources and is required for project completion and that funding is not successful, the Agency reserves the right to withdraw its award.~~

A. **Agency Discretion:** The CRA, in its sole discretion, reserves the right to reject, postpone, or cancel any grant application or program, and to waive minor irregularities or technical errors in applications

as it deems appropriate. The CRA may also request and evaluate additional information from any applicant at any time during the review process.

- B. **Unspecified Situations:** Any matters not explicitly addressed in this manual that arise during the application, approval, implementation, or construction phases shall be resolved by the CRA in a manner that supports the orderly progress of the program. The CRA's interpretation and final determination of policy and procedural intent shall be binding.
- C. **Funding Dependencies:** If additional project funding from other sources is required and not successfully secured, the CRA reserves the right to withdraw, reduce, or rescind its grant award.
- D. **Program Modification:** The CRA reserves the right to amend, suspend, or terminate any program at any time to reflect changes in budget, policy, or redevelopment priorities. Applicants who have executed agreements prior to such modifications will be governed by the terms of their executed contract.
- E. **Visible Impact Priority:** While the Agency seeks to foster economic opportunity, visible redevelopment outcomes and public benefit shall take precedence over numerical job creation targets or purely operational improvements.

RESOLUTION NO. CRA-16-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AWARDED AN AREA IMPROVEMENT & REDEVELOPMENT GRANT (AIRG) IN THE AMOUNT OF \$75,000 TO SYNERGY CONSULTANTS GROUP, LLC; AUTHORIZING THE EXECUTIVE DIRECTOR AND CRA ATTORNEY TO NEGOTIATE AND FINALIZE A GRANT AGREEMENT WITH SYNERGY CONSULTANTS GROUP, LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE GRANT AGREEMENT WITH SYNERGY CONSULTANTS GROUP, LLC; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the mission of the Northwest 79th Street Corridor Community Redevelopment Agency (“CRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

WHEREAS, the promotion of the Community Redevelopment Area and the use of tax increment funds therefore falls within the purposes of the Community Redevelopment Act set forth in Part III, Chapter 163, Florida Statutes; and

WHEREAS, Synergy Consultants Group, LLC, a real estate redevelopment firm with over seventeen (17) years of experience, applied for CRA funding pursuant to the CRA’s Area Improvement & Redevelopment Grant (AIRG) Program to renovate and modernize a commercial property located 2531 N.W. 79th Street, Miami, Florida 33147 along the N.W. 79th Street corridor; and

WHEREAS, the Board of Commissioners of the CRA desires to (a) award an Area Improvement & Redevelopment Grant (AIRG) in the amount of Seventy Five Thousand Dollars (\$75,000) to Synergy Consultants Group, LLC and (b) authorize the negotiation, finalization and execution of a Grant Agreement with Synergy Consultants Group, LLC in the amount of Seventy Five Thousand Dollars (\$75,000), which Grant Agreement shall be in a form and substance as negotiated by the Executive Director and approved as to legal form and sufficiency by the CRA Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:

Section 1. Recitals. The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

Section 2. Award of Area Improvement & Redevelopment Grant (AIRG). The Area Improvement & Redevelopment Grant (AIRG) in the amount of Seventy-Five Thousand Dollars (\$75,000) to Synergy Consultants Group, LLC is hereby approved.

Section 3. Negotiation and Finalization of Grant Agreement. The Executive Director and CRA Attorney are hereby authorized to negotiate and finalize a Grant Agreement with Synergy Consultants Group, LLC.

Section 4. Execution of Grant Agreement. The Executive Director is hereby authorized to execute and deliver the Grant Agreement with Synergy Consultants Group, LLC.

Section 5. Implementation of Grant Agreement. The Executive Director or the Executive Director's designee is hereby authorized to take all action necessary to implement the terms of the Grant Agreement with Synergy Consultants Group, LLC, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

Section 6. Effective Date. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of December, 2025.

Rhenie Dalger
Chair

ATTEST:

Tanisha "Wakumi" Douglas, MSW
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by:_____

Seconded by:_____

Vote:

Chair Rhenie Dalger

_____ (Yes) _____ (No)

Vice Chair Gilbert St. Jean, Phd

_____ (Yes) _____ (No)

Board Member Tanisha “Wakumi” Douglas, MSW

_____ (Yes) _____ (No)

Board Member Sandy Lila, MPA

_____ (Yes) _____ (No)

Board Member Nadege Vilsaint, RCSWI, MSW

_____ (Yes) _____ (No)



Date: December 2, 2025

To: Board Members of NW 79th Street Community Redevelopment Agency

From: Khass Oupelle, Executive Director
NW 79th Street Corridor Community Redevelopment Agency

Subject: Resolution Approving an Area Improvement & Redevelopment Grant of \$75,000 (AIRG) for Synergy Consultants Group, LLC.

Recommendation

Staff recommends approval of a grant award in the amount of \$75,000 under the NW 79th Street CRA's Area Improvement & Redevelopment Grant (AIRG) Program for Synergy Consultants Group, LLC, located at 2531 NW 79th Street, Miami, FL 33147.

Fiscal Impact

The approved amount of \$75,000 will be allocated from the CRA's FY 2024–25 budget under the Commercial Property Rehabilitation line item. Matching funds in the amount of \$25,000 will be provided by the applicant, consistent with program guidelines requiring a 25% match.

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

Synergy Consultants Group, LLC, a real estate redevelopment firm with over 17 years of experience, applied for CRA funding to renovate and modernize a commercial property located along the NW 79th Street corridor.

The proposed project includes:

- Exterior and interior renovations
- Impact windows and doors
- Signage and landscaping
- Motorized security gate
- HVAC system installation
- Water hookup and utility upgrades

The total estimated project cost is \$100,000, with the applicant committing \$25,000 in matching funds.

The improvements aim to rehabilitate a long-vacant retail building to attract new tenants, enhance curb appeal, improve security, and stimulate surrounding economic activity. Although the applicant does not directly employ staff, the upgraded property is expected to support small business tenants who will generate jobs and increase services available to residents.

Attachment

Synergy Consultants Group, LLC Grant Application

Application # 7Application Date: 5/1/2025

GRANT APPLICATION REVIEW & RECOMMENDATION CHECKLIST

Applicants Request:

☒ RRG \$75,000☐ BAEG _____☒ SBTIG \$10,000

Applicant Information:

Business Name: Synergy Consultants Group LLC

Trade Name/ DBA: _____

Business Address: Property 2531 NW 79 St, Miami, FL 33147
City, State, Zip codeApplicant / Contact Name: Arthur Noguera

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
Up to \$ 75,000 (25% match)☐ BAEG _____
Up to \$ 100,000 (50% match)☒ SBTIG \$10,000
up to \$ 10,000 (no match)

Staff Review:

Staff Name: Victoria GossReview Date: 7/8/2025



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@nanafl.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: Synergy Consultants Group LLC

Contact Person Name: Arthur Noguera

Telephone Number: (XXXXXXXXXX) 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:

Synergy Consultants Group LLC

- ☒ 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.

Arthur Noguera as Managing Member
Name/Title

Signature



4/29/2025
Date

Name/Title

Signature

Date

SECTION 2: BUSINESS/COMPANY BACKGROUNDFunding Requested: \$ 85,000**APPLICANT/OWNER INFORMATION**

Name of Applicant: Arthur Noguera

Address: [REDACTED]

City, State, Zip Code: [REDACTED]

Phone Number: [REDACTED] E-mail: [REDACTED]

BUSINESS INFORMATION

Legal Name of Business: Synergy Consultants Group LLC

Business Address: 2531 NW 79th Street, Miami, FL 33147

Business Phone: (305) 864-0000 Business E-mail: info@urbannic.com

Business Website Address: N/A

Federal Tax ID #: 26-1513391 Date Established: 10/21/2008

Check Business Type: X Sole Proprietorship Corporation Partnership Other

X Own Rent Contract for Deed Mortgage Principal: \$

Lessor: Terms of Lease: Monthly Lease: \$

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

Name: <u>Arthur Noguera</u>	Interest: <u>100</u> %
Name: <u> </u>	Interest: <u> </u> %
Name: <u> </u>	Interest: <u> </u> %
Name: <u> </u>	Interest: <u> </u> %

Current Gross Annual Revenue: \$ [REDACTED]**PROPERTY INFORMATION**

Estimated Date of Building Construction: 1952 Estimated Current Tax Market Value: \$ 309,006

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

of Stories: 1 # of Businesses: 1 # of Buildings: 1 # 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.:

Synergy Consultants Group LLC specializes in acquiring distressed real estate assets through tax deeds and foreclosures. We rehabilitate or reposition these properties to restore their value and productivity, while simultaneously resolving title issues to ensure clear marketable ownership

Total Project Cost \$ 100,000

Amount of Agency funding requested by Applicant \$ 85,000

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:

This project will rehabilitate a retail property to improve its physical condition, modernize the facade, and replace windows and doors and enhance overall security. the goal is a reposition the building as an attractive and functional space for a broader range of tenants. The upgrades will include exterior and interior renovations, safety enhancements, and modernization of mechanical systems.

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

Rehabilitating the building will attract new businesses, create jobs, and increase access to goods and services for local residents. Improve safety, aesthetics, and activity in the area will boost foot traffic, encourage further investment and enhance overall neighborhood vitality.

***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	Interior	Remove & replace drywall	\$10,000
	Windows & Doors	Install impact windows and doors	\$20,000
2	Exterior & Interior Paint/ Signage	Paint and sign installation	\$10,000
3	Landscape	Improve landscape and planters	\$10,000
4	Fence/Gate	Replace and install motorize gate	\$15,000
5	HVAC	Install new HVAC system	\$15,000
6	Water hook-up	Connect to MDC water supply	\$20,000
Total Estimated Construction Cost:			\$ 100,000

*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	Professional Services	CPA (Accounting)	\$2,000
2	Insurance	General Liability Insurance	\$5,000
3	Marketing	Website development	\$3,000
4			
5			
6			
Total Estimated Equipment Cost: \$ 10,000			

*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.

As the property owner with no direct employees, the grant funding will not retain any positions within my business.

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.

While I do not have direct employees, the grant-funded improvements will enhance the property's appeal and functionality,

attracting higher-quality, long-term tenants who employ local residents. By creating a more attractive commercial environment,

the project supports the retention and development of jobs within the community, leading to more stable and skill-enhancing

employment opportunities.

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.

The grant will not create positions within my business. The upgrades will foster a more functional, appealing environment that

encourages business growth and new employment opportunities in the community. By revitalizing and upgrading the property,

the space becomes more desirable for small businesses that will hire staff to support their new or growing operations.

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.

As the property owner, the grant funding will enhance the physical condition and functionality of the building, which would

position the property to attract higher-quality, high-value tenants than is possible in its current condition. For these prospective

tenants, the facade upgrades, safety enhancements, and aesthetic improvements may result in increased sales revenue, greater

competitiveness, market expansion, and the potential to enter new markets.

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

Grant-funded upgrades such as water connection, a motorized gate, impact windows, and landscaping will provide essential

operational requirements and allow the space to accommodate a wider variety of prospective tenants. These improvements

will make the property more functional, resilient, and appealing for business use, while increasing efficiency, enhancing security,

and reducing energy costs

SECTION 5: JOB CREATION/ECONOMIC IMPACT/COMMUNITY BENEFIT

BUSINESS/COMPANY NAME: Synergy Consultants Group LLC	
1. How many years has your business been in operation?	17
2. How many years of experience dos the majority owner have in this business?	20
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? We plan to support the agency's priorities by enhancing our property with exterior improvements and increasing foot traffic to the area. These efforts will boost economic activity, attract other investors, and contribute to the revitalization of the NW 79th Street CRA corridor.	
JOBS & JOB CREATION	
5. How many of your current employees earn less than \$27,400 per year? <u>N/A</u> More than \$27,400? <u>N/A</u>	
6. How many new jobs will be created, if your business receives the requested grant funding?	0
7. How many new jobs will be created earning more than \$27,400 per year, if your business receives the requested grant funding?	0
8. How many of your businesses' current positions require more than a high school education/diploma?	N/A
9. How many new jobs created by this grant will require more than a high school education or diploma?	0
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 Technician Operative Laborer Office/Clerical Service Worker Other: _____	N/A
11. What are the new positions which will be created: _____	
INVESTMENT AND USE OF FUNDS	
12. What is the total project cost/investment?	\$ 110,000
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?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
COMMUNITY BENEFIT	
15. Overall, how will this grant funding benefit the community and residents of the CRA? The grant funding will strengthen our ability to serve the community by improving our space, expanding services, and creating local job opportunities. It will also help foster pride in the neighborhood and contribute to long-term economic stability within the area.	

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.

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

Acquiring Financial Interest

I, Arthur Noguera, (Owner/President Name) the owner or president of
Synergy Consultants Group LLC (Business Name), whose

business address is, 2531 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.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Limited Liability Company
SYNERGY CONSULTANTS GROUP, LLC

Filing Information

Document Number	L08000098835
FEI/EIN Number	26-1513391
Date Filed	10/21/2008
Effective Date	12/04/2007
State	FL
Status	ACTIVE
Last Event	LC STMNT OF RA/RO CHG
Event Date Filed	08/15/2018
Event Effective Date	NONE

Principal Address

200 sw 20 rd
Miami, FL 33129

Changed: 04/11/2023

Mailing Address

200 sw 20 rd
A
Miami, FL 33129

Changed: 04/11/2023

Registered Agent Name & Address

NOGUERA, ARTHUR
200 sw 20 rd
A
Miami, FL 33129

Address Changed: 04/11/2023

Authorized Person(s) Detail

Name & Address

Title MGRM

NOGUERA, ARTHUR

200 sw 20 rd

A

Miami, FL 33129

Annual Reports

Report Year	Filed Date
2023	04/11/2023
2024	04/03/2024
2025	04/30/2025

Document Images

04/30/2025 -- ANNUAL REPORT	View image in PDF format
04/03/2024 -- ANNUAL REPORT	View image in PDF format
04/11/2023 -- ANNUAL REPORT	View image in PDF format
02/10/2022 -- ANNUAL REPORT	View image in PDF format
01/05/2021 -- ANNUAL REPORT	View image in PDF format
01/08/2020 -- ANNUAL REPORT	View image in PDF format
01/24/2019 -- ANNUAL REPORT	View image in PDF format
08/15/2018 -- CORLCRACHG	View image in PDF format
04/27/2018 -- ANNUAL REPORT	View image in PDF format
03/02/2017 -- ANNUAL REPORT	View image in PDF format
01/04/2016 -- ANNUAL REPORT	View image in PDF format
01/14/2015 -- ANNUAL REPORT	View image in PDF format
01/15/2014 -- ANNUAL REPORT	View image in PDF format
01/14/2013 -- ANNUAL REPORT	View image in PDF format
01/03/2012 -- ANNUAL REPORT	View image in PDF format
05/09/2011 -- ADDRESS CHANGE	View image in PDF format
01/17/2011 -- ANNUAL REPORT	View image in PDF format
07/01/2010 -- ANNUAL REPORT	View image in PDF format
03/02/2010 -- ADDRESS CHANGE	View image in PDF format
05/05/2009 -- ANNUAL REPORT	View image in PDF format
10/21/2008 -- Florida Limited Liability	View image in PDF format

Local Business Tax Receipt

Miami-Dade County Office of The TaxCollector

-THIS IS NOT A BILL - DO NOT PAY

7397284

BUSINESS NAME/LOCATION
SYNERGY CONSULTANTS
GROUP LLC

200 SW 20TH RD
MIAMI, FL 33129-1429

RECEIPT NO.
NEW BUSINESS
7694394



OWNER
SYNERGY CONSULTANTS GROUP
LLC
C/O ARTHUR NOGUEIRA MGR
1

SEC. TYPE OF BUSINESS

218 FINANCE/INVESTMENT/
HOLDING CO



EXPIRES
SEPTEMBER 30, 2025

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

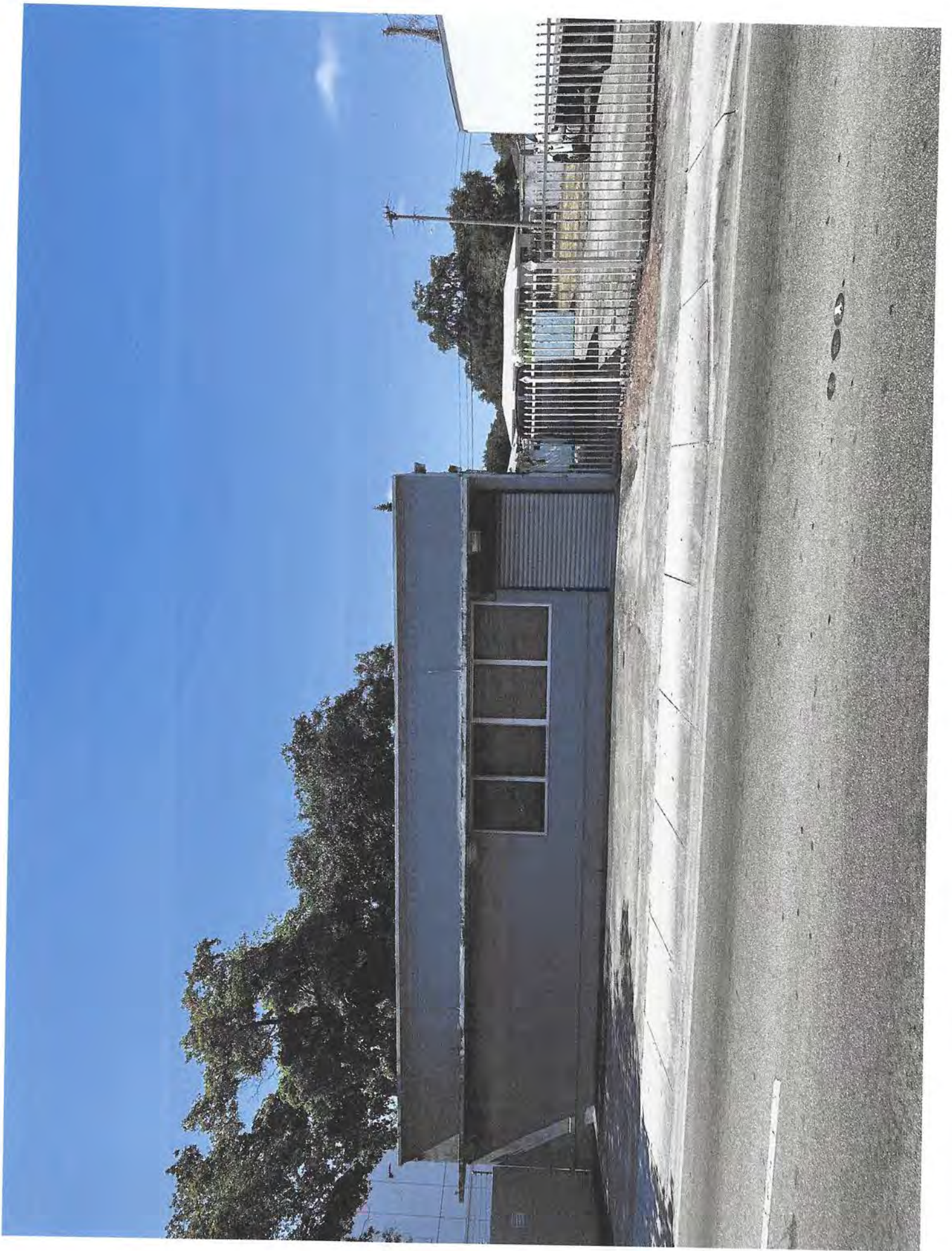
**PAYMENT RECEIVED
BY TAX COLLECTOR**
270.00 04/23/2025
0210-25-001242

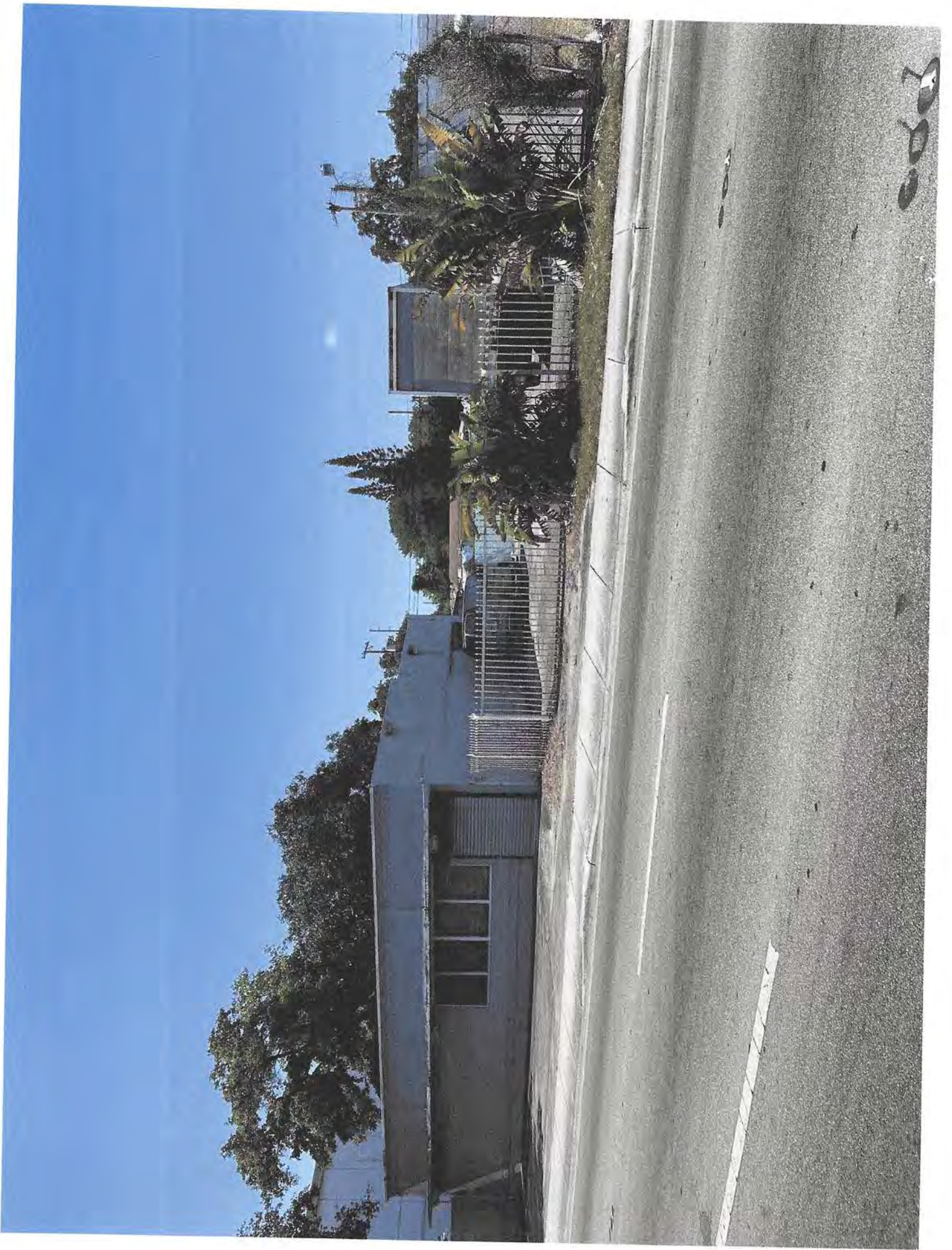


This Local Business Tax Receipt only confirms payment of the Local Business Tax. The Receipt is not a license, permit, or a certification of the holder's qualifications, to do business. Holder must comply with any governmental or nongovernmental regulatory laws and requirements which apply to the business.

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

For more information, visit mdctaxcollector.gov









RESOLUTION NO. CRA-17-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE NORTHWEST 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, AWARDING AN AREA IMPROVEMENT & REDEVELOPMENT GRANT (AIRG) IN THE AMOUNT OF \$150,000 TO ROYAL CASTLE; WAIVING THE AIRG PROGRAM FUNDING CAP; AUTHORIZING THE EXECUTIVE DIRECTOR AND CRA ATTORNEY TO NEGOTIATE AND FINALIZE A GRANT AGREEMENT WITH ROYAL CASTLE; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE THE GRANT AGREEMENT WITH ROYAL CASTLE; AUTHORIZING THE EXECUTIVE DIRECTOR TO TAKE ALL ACTION NECESSARY TO IMPLEMENT THE TERMS OF THE GRANT AGREEMENT; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the mission of the Northwest 79th Street Corridor Community Redevelopment Agency (“CRA”) is to promote economic development and enhance the quality of life by eliminating and preventing blighted conditions through the facilitation of community partnerships, business growth, job creation, and neighborhood rehabilitation; and

WHEREAS, the promotion of the Community Redevelopment Area and the use of tax increment funds therefore falls within the purposes of the Community Redevelopment Act set forth in Part III, Chapter 163, Florida Statutes; and

WHEREAS, Royal Castle, a historic Miami-based legacy business established in 1938 that is widely recognized as a cultural institution in the community, applied for CRA funding pursuant to the CRA’s Area Improvement & Redevelopment Grant (AIRG) Program to rehabilitate and restore essential improvements including interior and exterior rehabilitation, façade and signage upgrades, and parking lot and landscaping enhancements to the commercial property located 2700 N.W. 79th Street, Miami, Florida 33147 along the N.W. 79th Street corridor; and

WHEREAS, the Board of Commissioners of the CRA desires to (a) award an Area Improvement & Redevelopment Grant (AIRG) in the amount of One Hundred Fifty Thousand Dollars (\$150,000) to Royal Castle, (b) waive the AIRG Program funding cap, and (c) authorize the negotiation, finalization and execution of a Grant Agreement with Royal Castle in the amount of One Hundred Fifty Thousand Dollars (\$150,000), which Grant Agreement shall be in a form and substance as negotiated by the Executive Director and approved as to legal form and sufficiency by the CRA Attorney.

NOW, THEREFORE, BE IT RESOLVED BY THE COMMISSIONERS OF THE NORTHWEST 79TH STREET CORRIDOR COMMUNITY REDEVELOPMENT AGENCY:

Section 1. Recitals. The recitals in the whereas clauses are true and correct, and incorporated into this Resolution.

Section 2. Award of Area Improvement & Redevelopment Grant (AIRG). The Area Improvement & Redevelopment Grant (AIRG) in the amount of One Hundred Fifty Thousand Dollars (\$150,000) to Royal Castle is hereby approved.

Section 3. Waiver of AIRG Program Funding Cap. The Area Improvement & Redevelopment Grant (AIRG) Program funding cap is hereby waived, increasing the allowable maximum award from One Hundred Thousand Dollars (\$100,000) to One Hundred Fifty Thousand Dollars (\$150,000) for this project

Section 4. Negotiation and Finalization of Grant Agreement. The Executive Director and CRA Attorney are hereby authorized to negotiate and finalize a Grant Agreement with Royal Castle.

Section 5. Execution of Grant Agreement. The Executive Director is hereby authorized to execute and deliver the Grant Agreement with Royal Castle.

Section 6. Implementation of Grant Agreement. The Executive Director or the Executive Director's designee is hereby authorized to take all action necessary to implement the terms of the Grant Agreement with Royal Castle, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

Section 7. Effective Date. This Resolution shall take effect immediately upon approval.

PASSED and ADOPTED this 2nd day of December, 2025.

Rhenie Dalger
Chair

ATTEST:

Tanisha "Wakumi" Douglas, MSW
Secretary

APPROVED AS TO LEGAL SUFFICIENCY

Taylor Duma LLP
CRA Attorney

SPONSORED BY: ADMINISTRATION

Moved by: _____

Seconded by: _____

Vote:

Chair Rhenie Dalger

_____ (Yes) _____ (No)

Vice Chair Gilbert St. Jean, Phd

_____ (Yes) _____ (No)

Board Member Tanisha “Wakumi” Douglas, MSW

_____ (Yes) _____ (No)

Board Member Sandy Lila, MPA

_____ (Yes) _____ (No)

Board Member Nadege Vilsaint, RCSWI, MSW

_____ (Yes) _____ (No)



Date: December 2, 2025

To: Board Members of NW 79th Street Community Redevelopment Agency

From: Khass Oupelle, Executive Director
NW 79th Street Corridor Community Redevelopment Agency

Subject: Resolution Approving an Area Improvement & Redevelopment Grant of \$150,000 for Royal Castle.

Recommendation

It is recommended that the Board of Commissioners adopt a resolution approving a Commercial Rehabilitation Grant in the amount of \$150,000 for the restoration and reopening of Royal Castle, located at 2700 NW 79th Street, and authorizing a waiver of the current Area Improvement & Redevelopment Grant funding cap, increasing the allowable maximum award from \$100,000 to \$150,000 for this project.

Fiscal Impact

Approval of this item will authorize the expenditure of \$150,000 from the FY 2025–2026 Commercial Rehabilitation Program budget. Sufficient funds are available within the approved budget. No additional appropriation is required.

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

Royal Castle is a historic Miami-based legacy business established in 1938 and is widely recognized as a cultural institution in the community. The NW 79th Street location is the last remaining Royal Castle storefront, making it a distinctive landmark and an important part of the corridor's cultural identity.

The business is currently closed as the property owner has ceased operations to undertake a full revamp of the facility. A preliminary assessment determined that significant improvements are required, including structural repairs, modernization of mechanical and electrical systems, and correction of multiple code compliance deficiencies to meet current safety standards and allow for reopening.

The CRA has engaged the property owner, who has expressed a strong commitment to rehabilitating the building and restoring operations. The owner has submitted a grant application requesting CRA assistance for essential improvements, including interior and exterior rehabilitation, façade and signage upgrades, and parking lot and landscaping enhancements.

Under the current Area Improvement & Redevelopment Grant guidelines, the maximum award is capped at \$100,000. However, due to the extensive rehabilitation required for this historic property, the project scope exceeds the existing limit. A guideline waiver is therefore necessary to fully support the revitalization and reopening of this legacy business, which is expected to contribute meaningfully to the corridor's economic and cultural vitality.

Attachment

Royal Castle Grant Application



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@nanafl.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: Tess Foods Inc DBA Royal Castle

Contact Person Name: Charlise Stallworth

Telephone Number: () 305-305-2311 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:

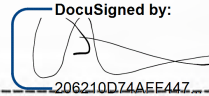
TESS FOODS INC DBA ROYAL CASTLE

- ☒ 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.

CHARLISE STALLWORTH, PRESIDENT

Name/Title

DocuSigned by:

206210D74AEF447

Signature

11/24/2025

Date

Name/Title

Signature

Date

SECTION 2: BUSINESS/COMPANY BACKGROUND

Funding Requested: \$ 39,250

APPLICANT/OWNER INFORMATION

Name of Applicant: CHARLISE STALLWORTH
 Address: 6651 ATLANTA STREET
 City, State, Zip Code: HOLLYWOOD, FL 33024
 Phone Number: (305) 305-2311 E-mail: CHARLISE@ROYALCASTLEMIAMI.COM

BUSINESS INFORMATION

Legal Name of Business: TESS FOODS INC DBA ROYAL CASTLE
 Business Address: 2700 NW 79TH STREET, MIAMI, FL 33147
 Business Phone: (305) 696-8241 Business E-mail: INFO@ROYALCASTLEMIAMI.COM
 Business Website Address: WWW.ROYALCASTLEMIAMI.COM
 Federal Tax ID #: 93-3448641 Date Established: 9/18/2023
 Check Business Type: Sole Proprietorship X Corporation Partnership Other
 Own X Rent Contract for Deed Mortgage Principal: \$
 Lessor: AMF GROUP Terms of Lease: 21 YEARS Monthly Lease: \$ 3,200

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

Name: CHARLISE STALLWORTH Interest: 100 %
 Name: Interest: %
 Name: Interest: %
 Name: Interest: %

Current Gross Annual Revenue: \$ 490,000

PROPERTY INFORMATION

Estimated Date of Building Construction: 1964 Estimated Current Tax Market Value: \$ 4.4 MILLION
 Has this Building been historically registered? Yes or No If Yes, please attach information to this Application.
 # of Stories: 1 # of Businesses: 1 # of Buildings: 3 # of Apartments: 0

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

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

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

We are a welcoming dine-in restaurant dedicated to providing guests with a memorable culinary experience. As the only one of its kind in Florida. We take pride in offering a unique menu crafted with fresh, high-quality ingredients and bold, flavorful dishes to satisfy every palate. Our inviting atmosphere is ideal for families, casual lunches, and dinners. With attentive service and a commitment to excellence, we create a dining experience

Total Project Cost \$ 185,000

Amount of Agency funding requested by Applicant \$ 185,000

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:

IX THE PROJECT INCLUDES INSTALLING NEW IMPACT WINDOWS AND DOORS, UPGRADING THE HVAC SYSTEM, REPLACING THE ROOF, PAINTING THE INTERIOR AND EXTERIOR, UPDATING LIGHTING, RESURFACING INTERIOR FLOORING, IMPROVING EXISTING LANDSCAPING, AND INSTALLING A NEW EXTERIOR SIGN.

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

The CRA funding will have a positive and lasting impact on the redevelopment area by helping our restaurant remain open and continue serving as a reliable gathering place for the community. It will support local economic development by preserving existing jobs and maintaining a vibrant business presence in the area. Additionally, the funding will contribute to increased foot traffic support surrounding small businesses, and enhance the overall and appeal of the neighborhood.

*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	DOOR & WINDOW	IMPACT WINDOWS AND DOOR REPLACEMENT	\$40,000
2	HVAC UPGRADES ELECTRICAL	INSTALLATION OF NEW A/C SYSTEM ELECTRICAL UPGRADES (ENTIRE BUILDING)	27,000 \$20,000
3	SIGNS & EXTERIOR/ INTERIOR PAINT	INSTALL NEW SIGN AND PAINT	\$14,000
4	ROOF REPAIR LANDSCAPE	REPLACE ROOF UPDATE EXISTING LANDSCAPE	\$35,000 \$6,000
5	FLOORING	RESURFACE EXISTING FLOORING	\$5,000
6	INTERIOR & EXTERIOR LIGHTING	INSTALL UPDATED LIGHTING	\$10,000
Total Estimated Construction Cost:			\$ 157,000

*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	APPLIANCE	NEW REFRIGERATOR	\$3,000
2	APPLIANCE	ICE MAKER	\$3,000
3	SEATING	INSTALLATION OF SEATING	\$15,000
4	P.O.S SYSTEM	P.O.S SYSTEM & SOFTWARE	\$2,000
5	EQUIPMENT	MENU BOARD (DIGITAL) WITH INSTALLATION	\$5,000
6			
Total Estimated Equipment Cost: \$ 28,000			

*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 help retain existing positions within our restaurant. We currently employ 2 staff members, and this support is crucial to maintaining those roles as we continue to provide quality service and operate efficiently. The funding is essential to sustaining our team—especially in a challenging industry where staffing stability directly impacts our ability to serve the community and grow the business.

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 our current staff by allowing us to invest in training opportunities focused on customer service, food safety, and operational efficiency. These improvements will not only strengthen individual performance but also elevate the overall quality of our service and support the long-term success of the business.

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.

At this time, the primary focus of the grant funding is to sustain current operations and retain existing staff. However, as business stabilizes and demand increases, there is potential for future growth, which may lead to the creation of new positions.

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 help us strengthen our operations, which is expected to lead to an increase in sales revenue and improved competitiveness within the local market. By stabilizing our business and enhancing the customer experience, we aim to attract more patrons and build stronger brand loyalty. Over time, this support can also position us to expand our market presence and explore new opportunities for growth.

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

Yes, the grant funds will support improvements in our daily operations by allowing us to upgrade equipment, streamline workflows, and enhance overall efficiency. These changes will help reduce operational costs and improve service delivery. Where feasible, we also plan to explore energy-efficient solutions that contribute to long-term cost savings and environmental sustainability.

SECTION 5: JOB CREATION/ECONOMIC IMPACT/COMMUNITY BENEFIT

BUSINESS/COMPANY NAME:		TESS FOODS INC DBA ROYAL CASTLE	
1. How many years has your business been in operation?		2 YEARS	
2. How many years of experience dos the majority owner have in this business?		17	
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? We plan to meet the specific priorities of the agency by continuing to operate as a reliable, community-focused business that contributes to the economic revitalization of the 79th Street corridor. By maintaining a welcoming restaurant that serves local residents and attracts visitors, we will help stimulate foot traffic and support neighboring businesses. The grant funding will allow us to remain stable, preserve jobs, and improve our service quality—ultimately enhancing the area's commercial appeal and contributing to the overall economic growth and vitality of the corridor.			
JOBS & JOB CREATION			
5. How many of your current employees earn less than \$27,400 per year? <u>2</u> More than \$27,400? _____			
6. How many new jobs will be created, if your business receives the requested grant funding?		0	
7. How many new jobs will be created earning more than \$27,400 per year, if your business receives the requested grant funding?		0	
8. How many of your businesses' current positions require more than a high school education/diploma?		0	
9. How many new jobs created by this grant will require more than a high school education or diploma?		0	
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 Technician Operative Laborer Office/Clerical Service Worker Other: _____			
11. What are the new positions which will be created: <u>N/A</u>			
INVESTMENT AND USE OF FUNDS			
12. What is the total project cost/investment?		\$ 185,000	
13. What is the total amount of grant funding being requested in this application?		\$ 185,000	
OPERATIONAL READINESS			
14. Is your business permitted by applicable Miami-Dade County Zoning to operate on the property?		<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
COMMUNITY BENEFIT			
15. Overall, how will this grant funding benefit the community and residents of the CRA? This grant funding will benefit the community and residents of the CRA by helping us maintain a stable, locally-owned restaurant that provides quality food and a welcoming space for families, friends, and neighbors to gather. By preserving jobs and supporting local commerce, the funding will contribute to economic stability and help keep dollars circulating within the community. Additionally, our continued presence will encourage foot traffic, support surrounding small businesses, and play a key role in the revitalization and vibrancy of the neighborhood.			

**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, CHARLISE STALLWORTH, (Owner/President Name) the owner or president of
TESS FOODS INC DBA ROYAL CASTLE (Business Name), whose
 business address is, 2700 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.



[Department of State](#) / [Division of Corporations](#) / [Search Records](#) / [Search by FEI/EIN Number](#) /

Detail by FEI/EIN Number

Florida Profit Corporation
TESS FOODS INC

Filing Information

Document Number P23000067141
FEI/EIN Number 93-3448641
Date Filed 09/18/2023
Effective Date 09/17/2023
State FL
Status ACTIVE
Last Event AMENDMENT
Event Date Filed 10/04/2024
Event Effective Date NONE

Principal Address

2700 NW 79TH STREET
MIAMI, FL 33147

Changed: 02/23/2024

Mailing Address

2700 NW 79TH STREET
MIAMI, FL 33147 UN

Changed: 02/23/2024

Registered Agent Name & Address

STEWART, LISA V
303 SW 6 STREET
FT. LAUDERDALE, FL 33315

Officer/Director Detail

Name & Address

Title P

STALLWORTH, CHARLISE
6651 ATLANTA STREET
HOLLYWOOD, FL 33024

Annual Reports

Report Year	Filed Date
2024	02/23/2024
2025	02/28/2025

Document Images

02/28/2025 -- ANNUAL REPORT	View image in PDF format
10/04/2024 -- Amendment	View image in PDF format
02/23/2024 -- ANNUAL REPORT	View image in PDF format
09/18/2023 -- Domestic Profit	View image in PDF format



[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History

Submit

Fictitious Name Detail

Fictitious Name

ROYAL CASTLE

Filing Information

Registration Number G23000119607
Status ACTIVE
Filed Date 09/28/2023
Expiration Date 12/31/2028
Current Owners 1
County MIAMI-DADE
Total Pages 1
Events Filed NONE
FEI/EIN Number 93-3448641

Mailing Address

3625 NW 17TH AVENUE
MIAMI, FL 33142

Owner Information

TESS FOODS INC
3625 NW 17TH AVENUE
MIAMI, FL 33142
FEI/EIN Number: 93-3448641
Document Number: P23000067141

Document Images

09/28/2023 -- CANCELLATION/RE-REGISTRATION

View image in PDF format

[Previous on List](#) [Next on List](#) [Return to List](#)

Fictitious Name Search

No Filing History

Submit



DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 09-18-2023

Employer Identification Number:
93-3448641

Form: SS-4

Number of this notice: CP 575 A

TESS FOODS INC
% CHARLISE STALLWORTH
3324 W BROWARD BLVD
FT LAUDERDALE, FL 33312

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 93-3448641. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

Taxpayers request an EIN for their business. Some taxpayers receive CP575 notices when another person has stolen their identity and are opening a business using their information. If you did **not** apply for this EIN, please contact us at the phone number or address listed on the top of this notice.

When filing tax documents, making payments, or replying to any related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

Based on the information received from you or your representative, you must file the following forms by the dates shown,

Form 1120

04/15/2024

If you have questions about the forms or the due dates shown, you can call us at the phone number or write to us at the address shown at the top of this notice. If you need help in determining your annual accounting period (tax year), see Publication 538, *Accounting Periods and Methods*.

We assigned you a tax classification (corporation, partnership, etc.) based on information obtained from you or your representative. It is not a legal determination of your tax classification, and is not binding on the IRS. If you want a legal determination of your tax classification, you may request a private letter ruling from the IRS under the guidelines in Revenue Procedure 2020-1, 2020-1 I.R.B. 1 (or superseding Revenue Procedure for the year at issue). Note: Certain tax classification elections can be requested by filing Form 8832, *Entity Classification Election*. See Form 8832 and its instructions for additional information.

IMPORTANT INFORMATION FOR S CORPORATION ELECTION:

If you intend to elect to file your return as a small business corporation, an election to file a Form 1120-S, U.S. Income Tax Return for an S Corporation, must be made within certain timeframes and the corporation must meet certain tests. All of this information is included in the instructions for Form 2553, *Election by a Small Business Corporation*.



< **Get Unique Entity ID**



Get Started



Enter Entity
Data



Start
Validation



Complete
Validation



**Get Unique
Entity ID**

Receive Unique Entity ID

Congratulations! You have been assigned the following Unique Entity ID:

VQQ7FMXFSCM9

VERIFIED SAM RECORD

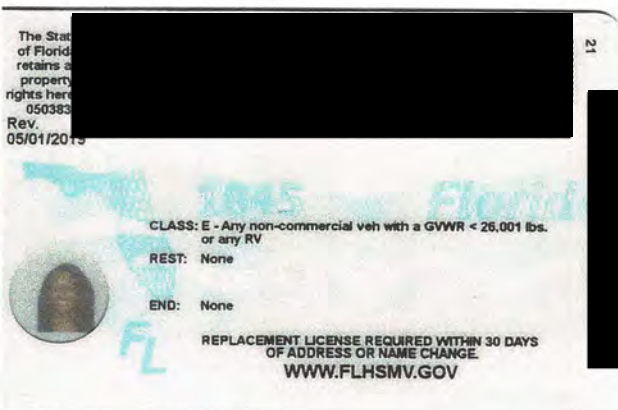
TESS FOODS INC

Doing Business As: ROYAL CASTLE

2700 NW 79th St
Miami, FL 33147-5437
USA

Year of Incorporation
2023

State of Incorporation
FL



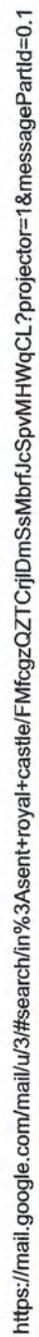
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Front

8/7/25, 10:56 AM







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side

8/7/25, 10:56 AM



TESS FOODS INC DBA ROYAL CASTLE
2700 NW 79TH STREET
MIAMI, FL 33147

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	1	N/A	N/A
Qualified Opportunity Zones	1	N/A	N/A
Enterprise Zone	1	N/A	N/A
Current Land Use	2	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	1	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 9.03	N/A

Community Redevelopment Area

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

Community Development Block Group

#	GT51PCNT	Area(ft²)
1	78.40	N/A

County Commission District



PROPERTY APPRAISER OF MIAMI-DADE COUNTY

Summary Report

Generated On: 03/05/2025

PROPERTY INFORMATION

Folio	30-3109-000-0670
Property Address	2700 NW 79 ST MIAMI, FL 33147-5437
Owner	SHRINERS HOSPITAL FOR CHILDREN , C/O FAUSTINO MENENDEZ
Mailing Address	921 HARDEE ROAD CORAL GABLES, FL 33146
Primary Zone	6174 UC CORE - MAIN STREET (MM) 12 MAX HT
Primary Land Use	1111 STORE : RETAIL OUTLET
Beds / Baths /Half	0 / 0 / 0
Floors	1
Living Units	0
Actual Area	24,823 Sq.Ft
Living Area	24,823 Sq.Ft
Adjusted Area	22,767 Sq.Ft
Lot Size	85,379 Sq.Ft
Year Built	Multiple (See Building Info.)

ASSESSMENT INFORMATION

Year	2024	2023	2022
Land Value	\$4,268,950	\$2,561,370	\$1,280,685
Building Value	\$211,050	\$205,630	\$1,254,315
Extra Feature Value	\$0	\$0	\$0
Market Value	\$4,480,000	\$2,767,000	\$2,535,000
Assessed Value	\$2,555,520	\$2,323,200	\$2,112,000

BENEFITS INFORMATION

Benefit	Type	2024	2023	2022
Non-Homestead Cap	Assessment Reduction	\$1,924,480	\$443,800	\$423,000

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

SHORT LEGAL DESCRIPTION

9 53 41 1.96AC M/L
E350FT OF N1/2 OF NE 1/4 OF NE1/
OF SE1/4 LESS E50FT & N50FT
THEREOF PER UNITY OF TITLE
LOT SIZE 85379 SQ FT M/L



TAXABLE VALUE INFORMATION

Year	2024	2023	2022
COUNTY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,555,520	\$2,323,200	\$2,112,000
SCHOOL BOARD			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$4,480,000	\$2,767,000	\$2,535,000
CITY			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$0	\$0	\$0
REGIONAL			
Exemption Value	\$0	\$0	\$0
Taxable Value	\$2,555,520	\$2,323,200	\$2,112,000

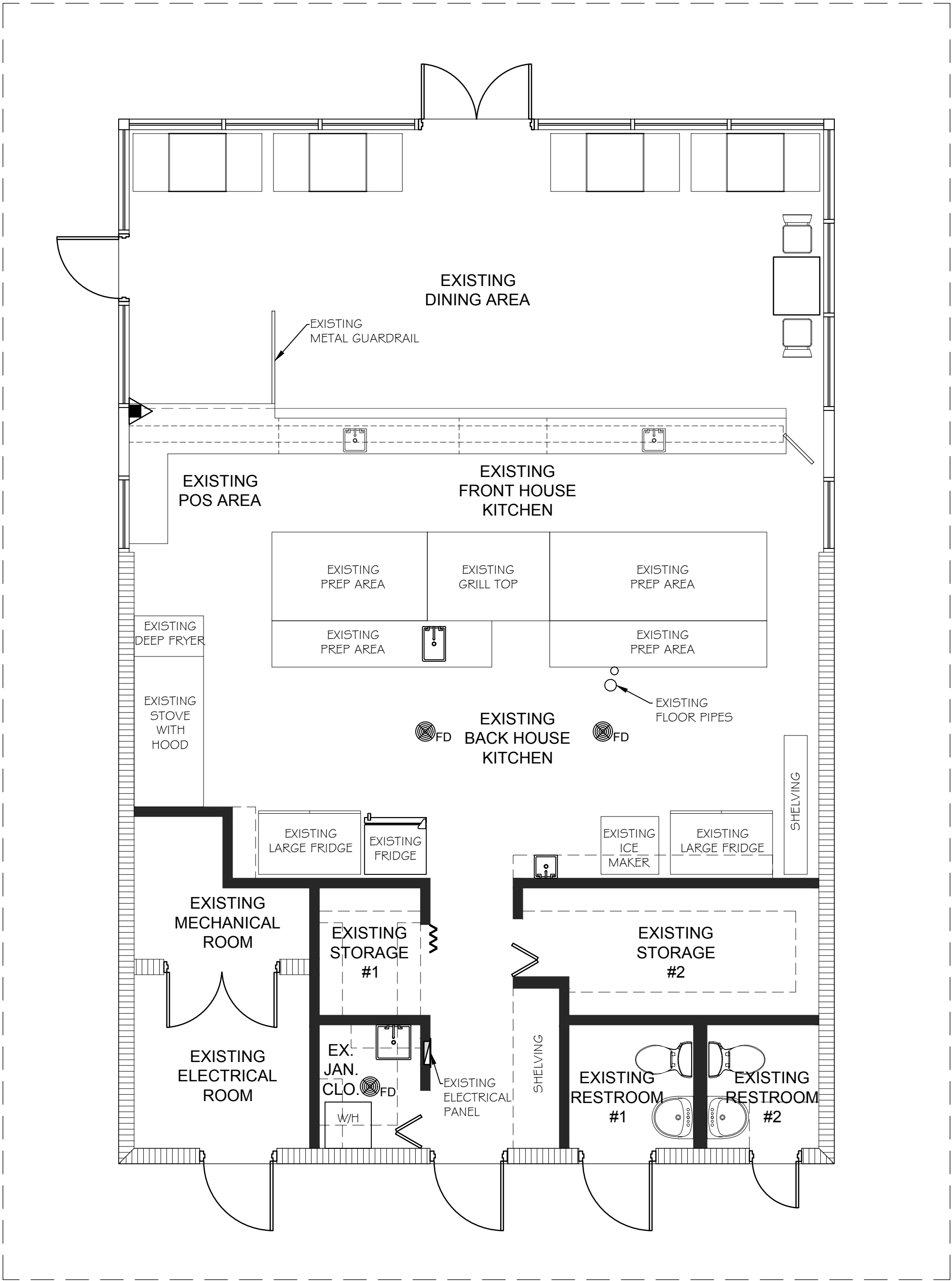
SALES INFORMATION

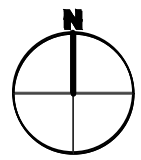
Previous Sale	Price	OR Book-Page	Qualification Description
10/21/2014	\$100	29402-3469	Religious, charitable or benevolent organization
08/01/1992	\$0	15633-3221	Sales which are disqualified as a result of examination of the deed
12/01/1976	\$1	00000-00000	Sales which are disqualified as a result of examination of the deed

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.miamidadegov/info/disclaimer.asp>

ROYAL CASTLE INTERIOR RENOVATIONS & FACADE IMPROVEMENTS

2700 NW 79TH STREET, MIAMI, FL 33147



 **EXISTING FLOOR PLAN**
SCALE: 1/4" = 1'-0"



EXISTING EXTERIOR FRONT FACADE



EXISTING EXTERIOR SIDE FACADE (WEST ELEVATION)



EXISTING FRONT HOUSE KITCHEN AREA

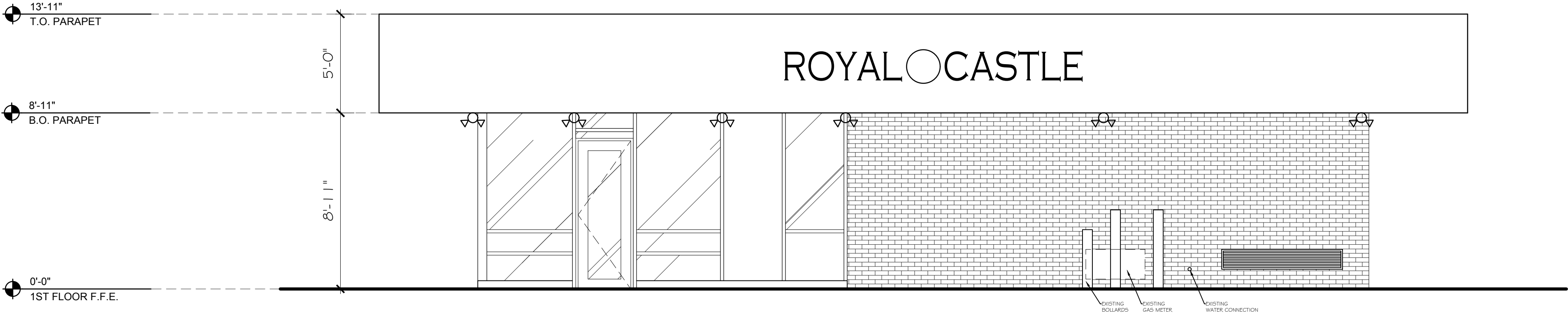


EXISTING EXTERIOR BACK FACADE

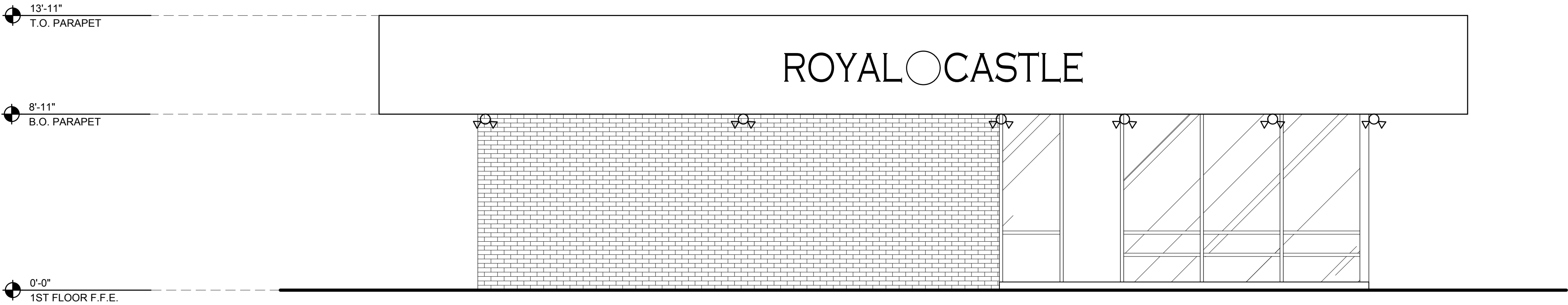
ROYAL CASTLE INTERIOR RENOVATIONS & FACADE IMPROVEMENTS

2700 NW 79TH STREET, MIAMI, FL 33147

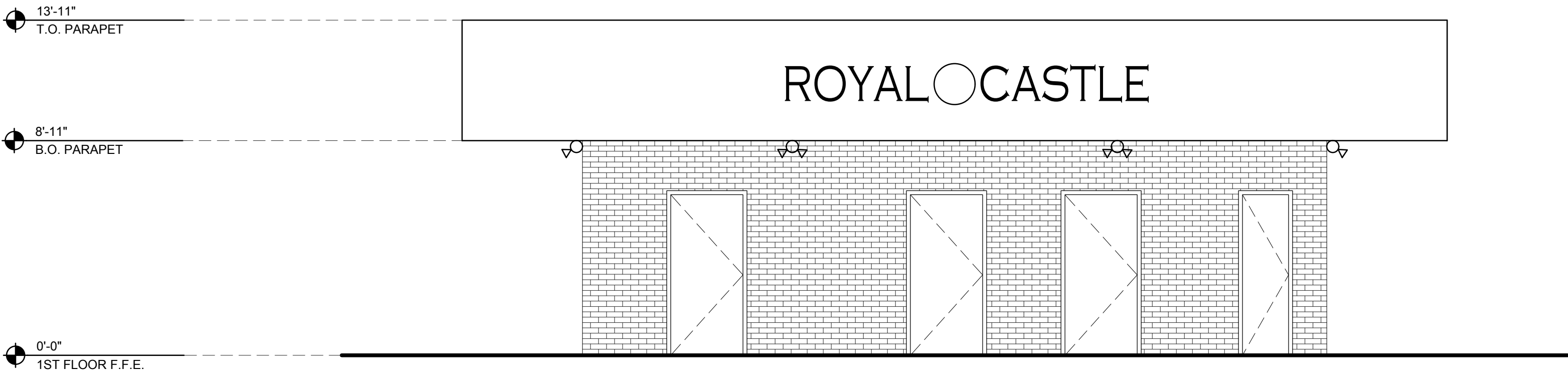
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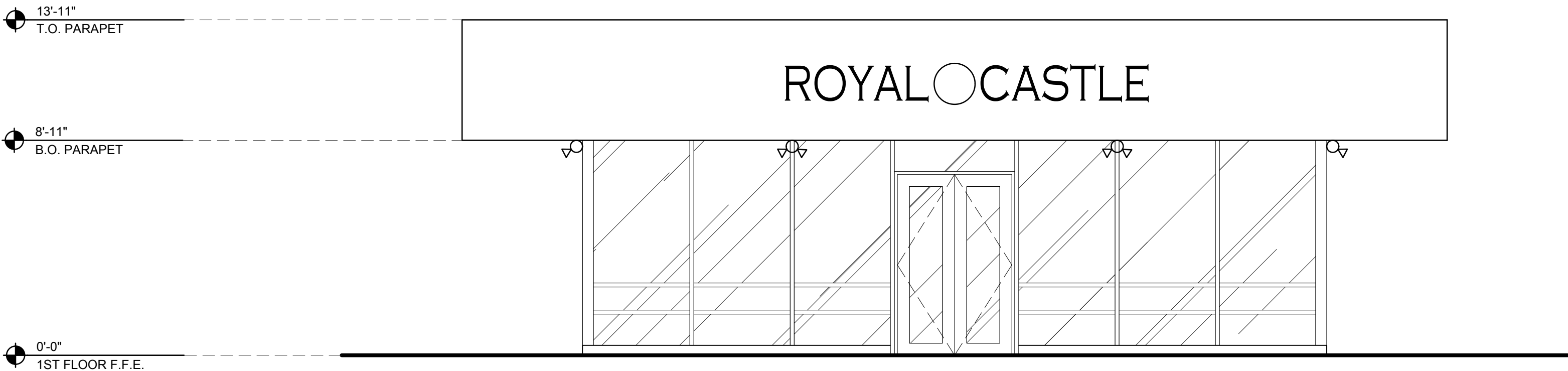
EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING EAST ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



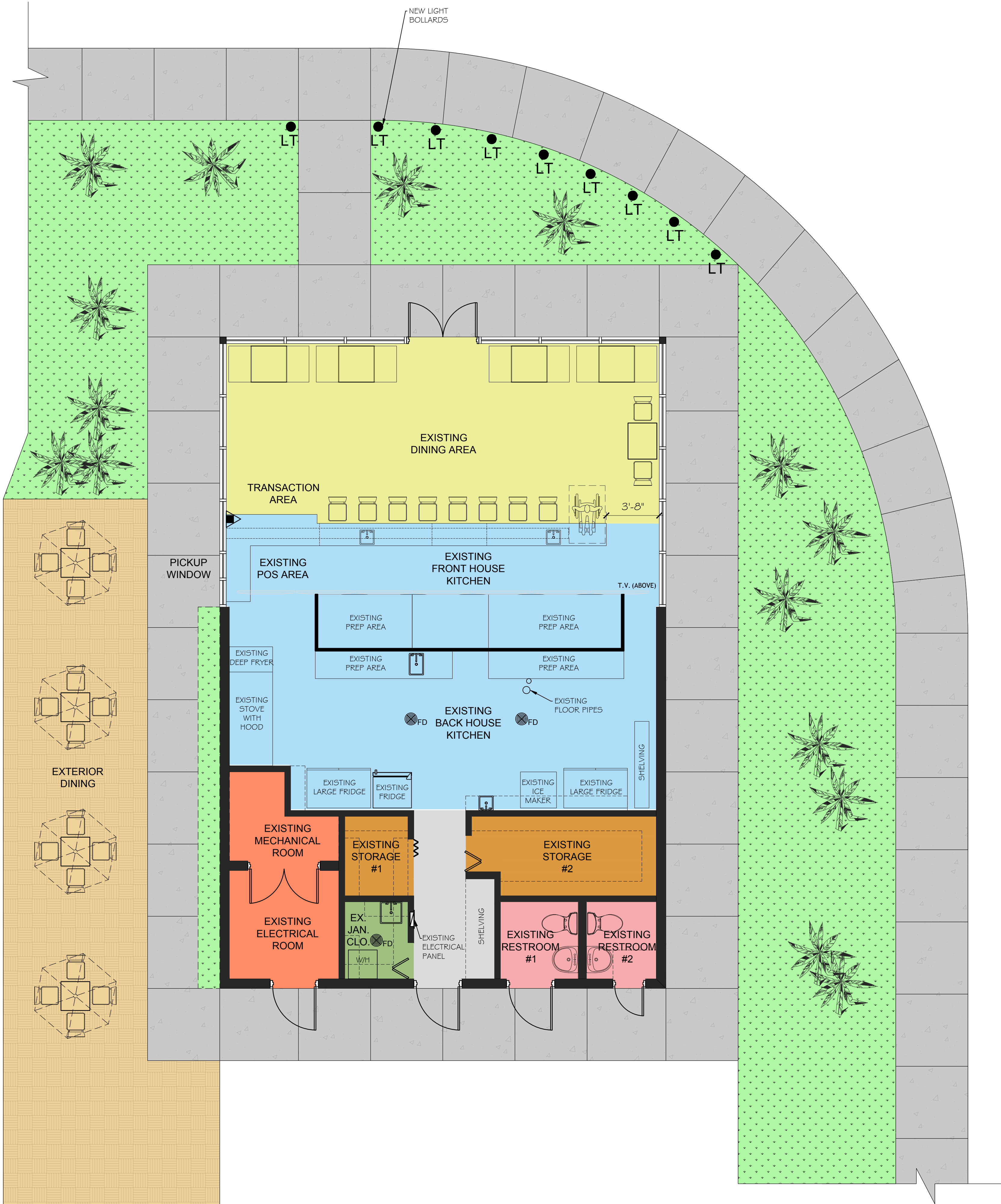
EXISTING NORTH ELEVATION
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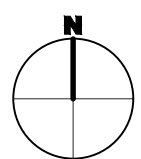
ROYAL CASTLE INTERIOR RENOVATIONS & FACADE IMPROVEMENTS

2700 NW 79TH STREET, MIAMI, FL 33147

LEGEND			
<div></div> EXISTING DINING AREA	<div></div> EXISTING BACK HOUSE KITCHEN	<div></div> RESTROOMS	<div></div> MECHANICAL & ELECTRICAL ROOMS
<div></div> CIRCULATION	<div></div> STORAGE ROOMS	<div></div> JANITORIAL ROOM	<div></div> EXTERIOR DINING

NW 79TH STREET

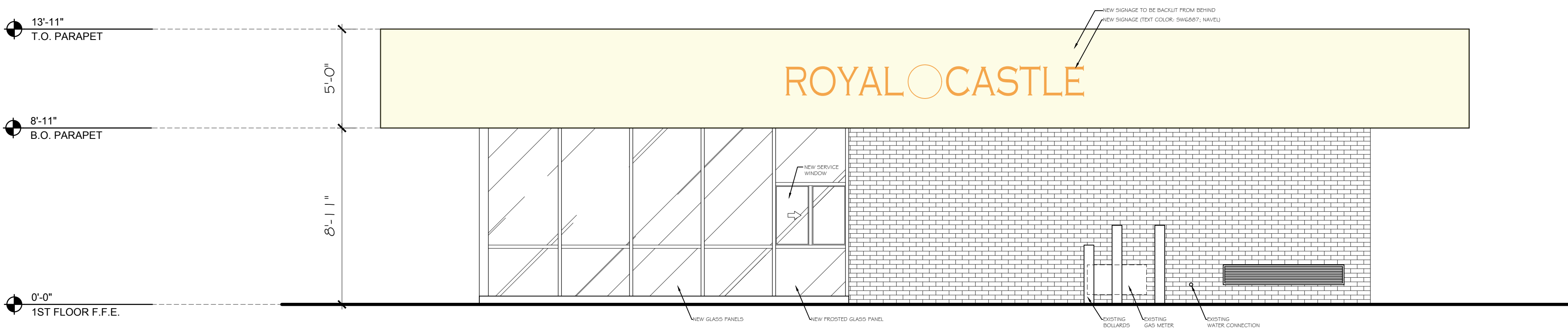


 PROPOSED FLOOR PLAN
SCALE: 1/4" = 1'-0"

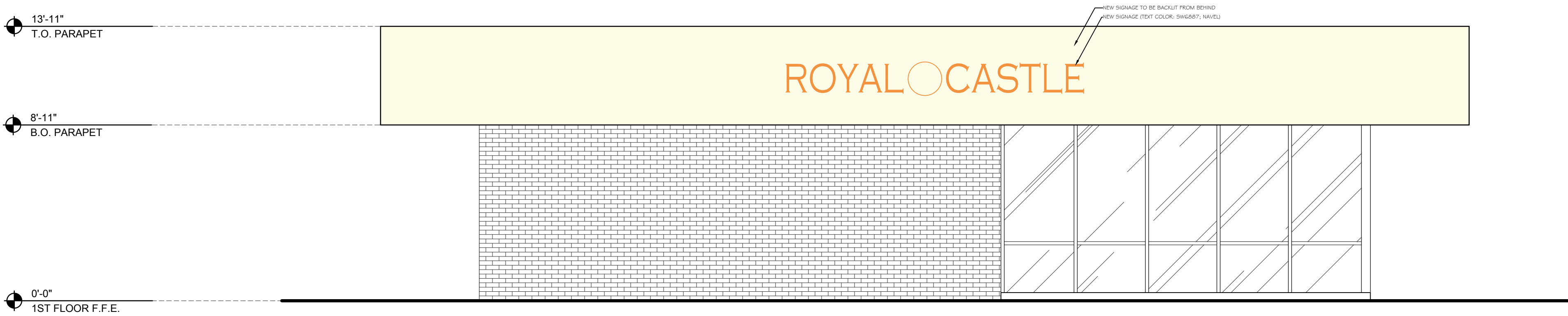
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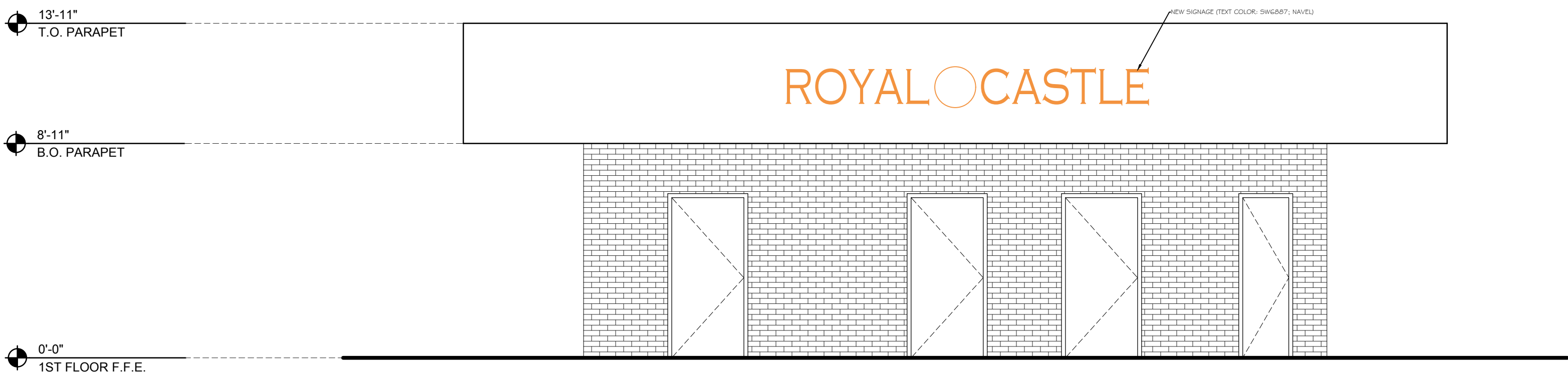
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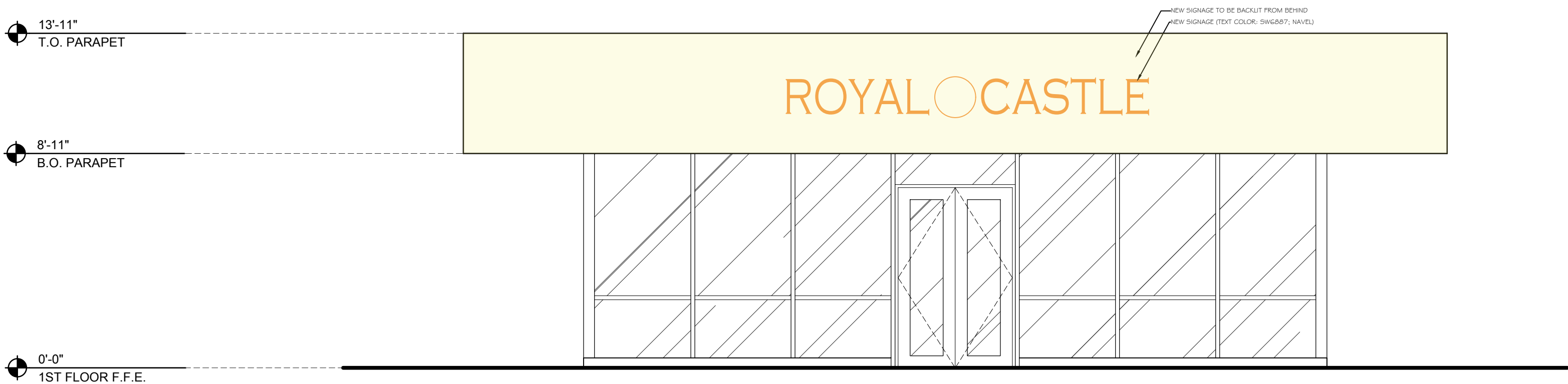
EXISTING WEST ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING EAST ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



EXISTING NORTH ELEVATION
SCALE: 1/4" = 1'-0"

ROYAL CASTLE INTERIOR RENOVATIONS & FACADE IMPROVEMENTS

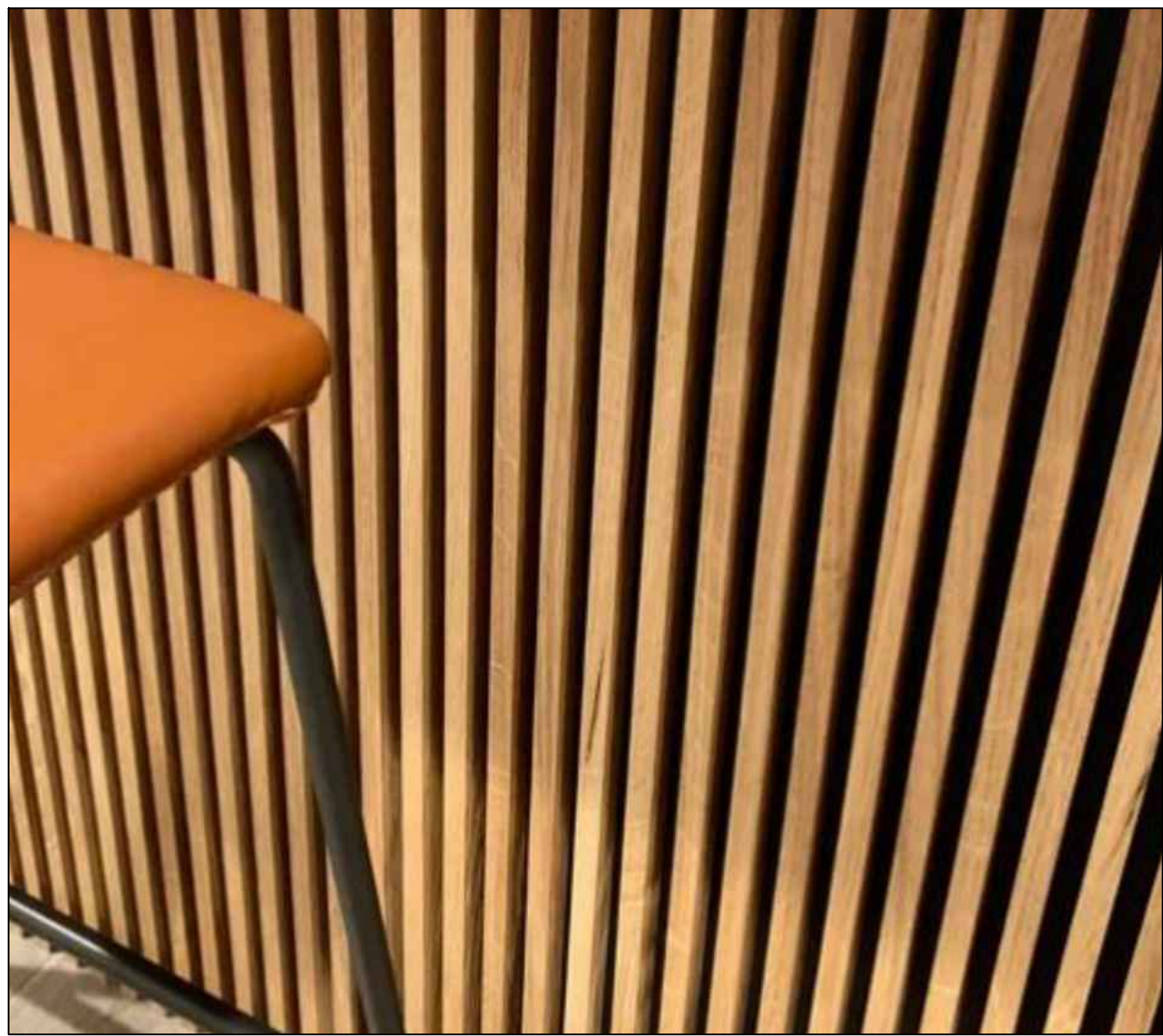
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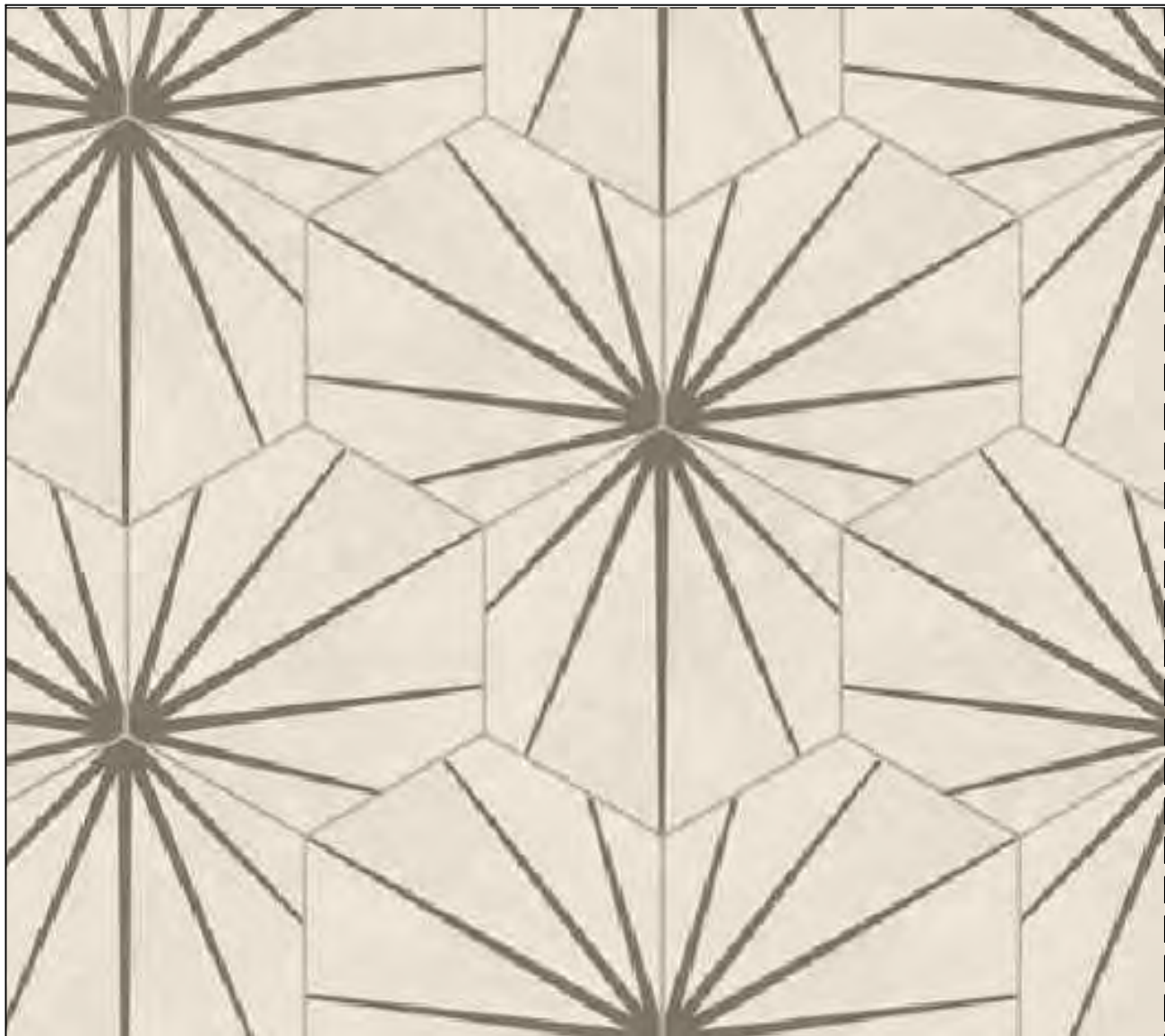
PROPOSED 3D RENDERING



PROPOSED SIGNAGE PAINT COLOR



PROPOSED UNDER BAR MATERIAL(DINING AREA)



PROPOSED FLOORING



PROPOSED OUTDOOR CHAIR & TABLE SET



CITY PLANNING
MOBILITY
REDEVELOPMENT
COMMUNICATIONS

NW 79th Street Quarterly Update

December 2025

Colab is currently developing two key deliverables including:

1. Concept plan for the Metrorail underpass along NW 79th Street and NW 27th Avenue

We are in the process of coordinating with the City of Hialeah, who is developing the Hialine, and the Underline, to create an overall concept and framework based on the available space and right of way. We are working directly with Miami Dade County's Department of Transportation and Public Works (DTPW) and their team who manages the Underline to understand the ownership and responsible entities for managing and approving improvements to this facility. We have also formally requested that FDOT research the ownership as the roadway is a State facility, the Metrorail is a County facility with funding from the Federal Government. Federal guidelines and County guidelines will apply to anything that is considered here. In addition, the CRA will eventually enter into an agreement with DTPW and/or FDOT.

2. Mobility study for a circulator between the two CRAs

We are evaluating existing transit service, ridership, key destinations within the two districts and concentrations of residents and/or employees who would like to access these destinations through a circulator. Using ArcGIS, we are mapping origins and destinations and high volume transit stops including bus. The final deliverable will identify gaps in existing service potential options for a circulator based on existing data. This will be used to bring in a service provider who will evaluate the findings and recommend a route.

In addition, we've completed the following activities:

- Met with the developer team for Hue Hub development, along with project attorney Anthony de Yurre
- Met with Board Member Wakumi Douglas and Dr. Arman Henderson on site to discuss

opportunities for activating vacant land with temporary health services. Also discussed workforce training initiatives and providing a training space health workers.

- Weekly and bi-weekly coordination meetings with the Executive Director.
- Ongoing coordination with District 2 and District 3.
- Prepared a work plan with pending projects and board priorities based on the Action Plan with Economic Analysis including:
 - Developer Workshop
 - Master Plan for NW 18th Avenue
 - Site analysis, zoning analysis and master plan based on planning subareas- conceptual build-out scenarios
 - Land Acquisition plan
 - Unsafe structures and activations plan
 - Infill housing and home ownership
 - Infrastructure- Hialine concept, Clean Team, parks, streetscape, sewer hookup
- Updated base data sets including:
 - NANA Business Grants Map of the CRA corridor to evaluate concentrated areas of grant investment—review by ED for comments and revisions.
 - GIS Map of 18th Ave corridor prepared for internal review by the Executive Director and the upcoming Board retreat.
 - Prepared and updated existing GIS maps for the CRA boundary area based on 2025 data from the Miami-Dade County Open Hub. This dataset included all assets, existing land uses, footprints, unsafe structures, zoning, and transportation. Twenty-six parcels were identified and mapped to provide location and parcel details for analysis. Also included were the Miami-Dade County Property Appraiser's assessed values.