



Wednesday, June 12, 2024, 6:00 PM – 7:30 PM

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|--------------|--|--|
| I. | Meeting Call to Order, Roll Call | Chairman Gilliard |
| II. | Reasonable Opportunity for the Public to be Heard | Chairman Gilliard |
| III. | Approval of June Agenda | Chairman Gilliard |
| IV. | Approval of Minutes | Chairman Gilliard |
| | a. April 17, 2024, Regular Board Meeting | |
| V. | Presentations | |
| | a. Community Policing Through Environmental Design (CPTED) | |
| | b. Hurricane Preparedness Emergency Management Miami Dade County | |
| | c. West Perrine Community Redevelopment Agency Website | |
| VI. | Action Items: | Chairman Gilliard/E.D. Krystal Patterson, MPA |
| | 1. RESOLUTION TO APPROVE INTERLOCAL AGREEMENT BETWEEN THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY AND MIAMI DADE POLICE DEPARTMENT | |
| | a. See Exhibit A Attached | |
| | 2. RESOLUTION TO APPROVE CHANGES AS SET FORTH IN THE RESIDENTIAL REHABILITATION PROGRAM GUIDELINES | |
| | a. See Exhibit B Attached | |
| | 3. RESOLUTION TO APPROVE BUSINESS EXPANSION & ATTRACTION PROGRAM GUIDELINES | |
| | a. See Exhibit C Attached | |
| VII. | Discussion/Updates: | Chairman Gilliard |
| VIII. | Next Meeting Dates & Adjournment | Chairman Gilliard |
| | a. Wednesday, July 24, 2024, at 6pm | |



Regular Board Meeting Minutes – April 17, 2024 – 6:00 P.M.
South Dade Government Center
10710 SW 211th ST – Conference Room 104 – Cutler Bay, FL 33189

Meeting Call to Order, Roll Call

Chairman Gilliard called the meeting to order at 6:00 P.M. Roll Call was as follows:

- Present: Chairman Leviticus L. Gilliard, Rhonda Richardson-Comer, Lieutenant Kevin Richardson, and Veronica Thompkins
- Absent: Vice-Chair Tyreke Spann, Willie Carpenter, and Taj Echoles
- Miami-Dade County Staff Present: Vivian Cao, Assistant Director; Jason E. Rodriguez; Business Analyst Manager, and Nicole Jordan, Business Analyst, Office of Management and Budget (OMB); Richard Appleton, Assistant County Attorney, County Attorney's Office (CAO) and Krystal Patterson, Executive Director

Open Forum for Public Comments

Chairman Gilliard opened the forum for the public to have a reasonable opportunity to be heard.

Mr. Alphonso Brutton stated that residents in the area are concerned about housing, crime, beautification, and home improvements. Mr. Brutton requested the Chair have a town hall meeting to address the concerns of the residents and said the CRA expansion is not feasible. Mr. Brutton gave some examples of code enforcement violations in the area.

Mr. Otis Armstrong inquired about the Executive Director travel; the Chairman stated that the public can speak about the items on the agenda only. Mr. Armstrong inquired about the Finding of Necessity and the Commercial Rehabilitation program, and inquired if the funding program can be expanded. Mr. Armstrong also inquired about the property purchase on the agenda.

Approval of Agenda

Chairman Gilliard added a presentation from Major Solis from the Miami-Dade Police Department to the Agenda. Ms. Thompkins moved to approve the meeting agenda as amended. The motion was seconded by Ms. Comer. Motion passed unanimously.

Approval of Minutes

Ms. Thompkins moved to approve the March 20th, 2024, Regular Board meeting minutes. The motion was seconded by Ms. Comer. Motion passed unanimously.

Action Items

A. Presentation from Major Benny Solis, Miami-Dade Police Department-Neighborhood Resource Unit

Major Solis stated the Community Policing item was passed at the Board of County Commissioners meeting; his unit had questions regarding who would pay for the license plate reader camera maintenance for years two and three. Major Solis stated that due to the constitutional office transition to the Sheriff's Office, Miami-Dade Police Department cannot approve paying for year two and three of the camera maintenance. Major Solis stated that he would need an additional officer to work with the officer that will be stationed in West Perrine and asked if the MOU can be amended.

After a question from the Chairman about the camera maintenance costs, Major Solis explained the procurement process and stated the only way to give an exact estimate is to begin the procurement process for the cameras. Ms. Cao stated that the CRA would need to commit funding and that it is the decision of the board. Mr. Smith further clarified that once the Constitutional Office for the Sheriff's is elected, the CRA would need to renegotiate the existing contract. The Chairman inquired if the Board could make a motion to adopt the maintenance fee for years two and three, which Mr. Smith stated could be done as subject to the approval of the Sheriff and if the item is in the budget. Mr. Smith stated he cannot speak for the elected official and the item is subject to negotiation of the contract. Chairman Gilliard asked Major Solis if he could give a ballpark number as to the maintenance fees for the cameras, however Major Solis stated he could not and the price it would depend on who wins the contract. Ms. Patterson suggested that the item be revisited after the one-year period and Mr. Appleton stated that the new Sheriff will take office January 5th, 2025, and the board could get a better understanding by then.

Major Solis inquired if the allocation for innovative community policing in the current budget year would be rolled over to the next fiscal year, Ms. Cao stated that the cameras would need to be made as an allocation, but since the money was not spent this year then the money would be in the carry forward.

B. Resolution To Approve Finding of Necessity Conducted By Businessflare, LLC.

Mr. Kevin Crowder stated his firm was engaged to conduct a finding of necessity to see if the proposed area was slum and blighted according to the state statutes criteria of what constitutes a CRA. Mr. Crowder gave an overview of his organization and their work within Miami-Dade County and across the State of Florida. Mr. Crowder gave a summary of Chapter 163 as it relates to the definition of slum and blight and how an area must meet two out of fifteen criteria to be

considered blighted. Mr. Crowder outlined the proposed expansion area and stated they found five criteria that meet the states' definition of blight; the group found defective roadways, inadequate parking, unsafe parking/ need for infrastructure, faulty lot layout, and inadequate density patterns. Mr. Crowder also stated that they discovered unsafe/unsanitary conditions such as illegal dumping and dumpster enclosures. Mr. Crowder elaborated on deterioration they found such a concrete spalling, which could lead to bigger problems in the future. Mr. Crowder stated the conditions do exist that qualify the expansion. The next steps would be to go to the Tax Increment Finance committee, and then to go to the Board of County Commissioners meeting for approval. After, the redevelopment plan will need to be amended to include the new area.

Ms. Thompkins moved to approve the finding of necessity. The motion was seconded by Lieutenant Richardson. Motion passed unanimously.

Chairman Gilliard circled back to Major Solis' item to amend the community policing plan to add the additional officer for a total of two officers for an eight-hour shift not exceeding the budget.

Lieutenant Richardson moved to approve the updated community policing item. The motion was seconded by Ms. Thompkins. Motion passed unanimously.

C. Resolution To Approve Changes as Set Forth In The Commercial Rehabilitation Program Guidelines

Chairman Gilliard stated that some items were modified in the commercial grant program that were discussed at the last meeting.

Ms. Thompkins moved to approve the commercial rehabilitation grant program. The motion was seconded by Ms. Comer. Motion passed unanimously.

D. Resolution To Enter into A Purchase Agreement for Land Acquisition Related Real Property Address 17640 Homestead Avenue: Folio Number 30-5032-004-0940.

Chairman Gilliard stated that the land in question is next to another property the CRA is in the process of acquiring Ms. Thompkins moved to approve the acquisition of the property. The motion was seconded by Ms. Comer. Motion passed unanimously.

Discussion & Updates

Chairman Gilliard provide an update on the absence of Vice-Chair Tyreke Spann and Mr. Willie Carpenter. Chairman Gilliard stated that the Agency is seeking outside legal counsel to move items effectively and efficiently. Chairman Gilliard stated the Board is still working to acquire the property located on 17690 Homestead Ave, Miami, FL 33157. Chairman Gilliard stated the community policing item was approved at the Board of County Commissioners meeting and has

recently been amended. The Chairman provided an update on the West Perrine CRA website which will serve as a hub for the community. Chairman Gilliard stated the website will be a central location for those in the community to find information as it relates to meeting dates, applications for the commercial and residential rehabilitation grants, and more information. Chairman Gilliard also stated that there will be a new business grant in the future. Chairman Gilliard informed the public that the West Perrine CRA annual report has been filed by the Office of Management and Budget before the deadline.

Next Meeting Date & Adjournment

Chairman Gilliard stated the next meeting is scheduled for June 12, 2024, starting at 6:00 P.M. The meeting was adjourned at 6:31 P.M.

RESOLUTION NO. CRA-06-24

RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (“AGENCY”) APPROVING OF AND AUTHORIZING THE CHAIR PERSON FO THE BOARD OR THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR’S DESIGNEE TO EXECUTE THE INTERLOCAL COOPERATION AGREEMENT BETWEEN THE AGENCY AND MIAMI-DADE COUNTY IN AN AMOUNT NOT TO EXCEED \$195,000.00 FOR THE IMPLEMENTATION OF THE AGENCY’S COMMUNITY POLICING INNOVATION PROGRAM FOR THE WEST PERRINE COMMUNITY REDEVELOPMENT AREA; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR’S DESIGNEE TO EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, on November 29, 2023, the West Perrine Community Redevelopment Agency (“Agency”) adopted a Fiscal Year 2023-24 Community Policing Innovation Plan (“Plan”) for the West Perrine Community Redevelopment Area; and

WHEREAS, the Plan includes certain services to the Agency by the Miami-Dade Police Department, including, but not limited to, the provision of cameras and law enforcement officers; and

WHEREAS, in accordance with chapter 163, part III, Florida Statutes, and the Interlocal Cooperation Agreement between the Agency and Miami-Dade County (“County”), the Plan was submitted to the Miami-Dade Board of County Commissioners (“County Commission”) for its approval; and

WHEREAS, on April 2, 2024, the County Commission adopted Resolution No. R-250-24, which approved the Plan and directed the County Mayor or County Mayor’s designee to negotiate an agreement with the Agency in an amount not to exceed \$325,000.00; and

WHEREAS, the Agency and the County have negotiated the terms of an Interlocal Cooperation Agreement (“Interlocal”); and

WHEREAS, this Board desires to approve the Interlocal,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The foregoing recitations are incorporated as a part of this resolution by reference.

Section 2. This Board hereby approves the Interlocal Cooperation Agreement (“Interlocal”) between the West Perrine Community Redevelopment Agency and Miami-Dade County, in substantially the form attached hereto as Exhibit “A” and incorporated herein by reference, in an amount not to exceed \$195,000.00, for the purpose of implementing the Agency’s Community Policing Innovation Program for the West Perrine Community Redevelopment Area.

Section 3. This Board authorizes the Chairperson of the Board or the Executive Director or Executive Director’s designee to execute the Interlocal. This Board further authorizes the Executive Director or Executive Director’s designee to exercise all provisions in the Interlocal, including, but not limited to, termination and amendment provisions.

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

Leviticus L. Gillard, Chair	_____
Tyreke Spann, Vice Chair	_____
Rhonda Richardson-Comer	_____
Veronica Thompkins	_____
Willie L. Carpenter	_____
Taj C. Echoles	_____
Kevin Richardson	_____

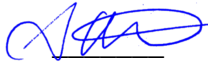
The Chairperson thereupon declared the resolution duly passed and adopted this _____ day of June 2024.

**WEST PERRINE COMMUNITY
REDEVELOPMENT AGENCY AND
ITS BOARD OF COMMISSIONERS**

By:

West Perrine CRA, Chair

Approved by County Attorney as
to form and legal sufficiency.



Terrence A. Smith
Richard F. Appleton

EXHIBIT A

Interlocal Agreement

**INTERLOCAL COOPERATION AGREEMENT
BETWEEN MIAMI-DADE POLICE DEPARTMENT
AND WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**

THIS INTERLOCAL COOPERATION AGREEMENT (“Agreement”) is made and entered into this ____ day of _____, 2024, by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, by and through the Miami-Dade Police Department (“MDPD” or “County”), and the **WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY**, a public body corporate and politic (“WPCRA”).

RECITALS

WHEREAS, the West Perrine Community Redevelopment area (“Area”) is generally described as being from Southwest 168 Street to the north, the intersection of the Florida Turnpike and U.S. 1 to the south, from 107 Avenue to the west, and US1 to the east, an area which has been experiencing crime trends throughout the Area; and

WHEREAS, to address these crime trends the WPCRA has requested that an innovative community policing program be implemented by the MDPD to combat the crime trends within the Area; and

WHEREAS, in accordance with section 163.358, Florida Statutes, and the Interlocal Cooperation Agreement between the County and WPCRA, the Miami-Dade County Board of County Commissioners (“County Commission”) adopted Resolution No. R-250-24, which approved WPCRA’s Community Policing Innovation Plan, and

WHEREAS, the County Commission also authorized MDPD to enter into this Agreement with WPCRA; and

WHEREAS, MDPD has agreed to implement the requested enforcement initiative pursuant to and in accordance with the terms and provisions of this Agreement which represents the mutual understanding of the parties hereto.

WHEREAS, the initiatives described herein will be funded by WPCRA and conducted by the MDPD on an overtime basis; and

NOW, THEREFORE, in consideration of the dollar figures set forth herein and other good and valuable consideration, paid in hand by WPCRA unto MDPD, and in further consideration of the mutual terms, covenants and conditions contained herein, WPCRA and MDPD agree as follows:

1. RECITALS ADOPTED. The recitals set forth above are incorporated herein by reference.

2. PURPOSE. This Agreement serves to develop in the spirit of mutual cooperation, pursuant to a request for community policing innovation(s) made by the WPCRA’s Board of

Commissioners (“Board”), in accordance with section 163.358, Florida Statutes. Its purpose is to provide a plan of action for specific and coordinated community-based law enforcement initiatives, within the Area, that are in addition to the police services currently provided on a daily basis by on-duty MDPD personnel. All operations conducted as part of this Agreement will be carried out, utilizing police personnel from the MDPD South District and other personnel from the MDPD. The initiatives will be funded by the WPCRA through reimbursement as provided herein.

3. ENFORCEMENT STRATEGIES. MDPD shall utilize a variety of community-based law enforcement strategies to attain this Agreement’s operational goal. The strategies outlined herein will be guided using the statistical analysis of ongoing crime trends within the Area, and input of the WPCRA Board. Staff from the MDPD South District’s Neighborhood Resource Unit will attend all WPCRA Board meetings to seek their input, and to provide the Board with an update of ongoing policing efforts in the Area. Said updates shall include the following information regarding the community-based law enforcement strategies in the Area: an update on Part 1 crimes year-to-date, the total number and nature of operations conducted in the previous month, the total number and nature of citations issued (verbal warnings included) in the previous month, the total number and nature of arrests made in the previous month, the total number of case numbers generated in the previous month, the total number of citizen and business contacts in the previous month, and a list of the locations of the forgoing. The updates shall also include the status and results of MDPD’s performance indicators that assess the impact of the added law enforcement presence on crime reduction and public safety.

The additional law enforcement efforts provided by MDPD will consist primarily of the following:

3.1 License Plate Recognition (“LPR”)/Surveillance Cameras

- a. For a total amount not to exceed \$130,000.00, MDPD shall procure, purchase, strategically install, monitor and maintain a network of real-time LPR/surveillance cameras throughout the Area. The cameras will be monitored by the MDPD’s South District Strategic Decision Support Center and will be supported by the Real Time Crime Center units.
- b. Using statistical data, MDPD shall identify crime prone spots in which the cameras will monitor the activity and will establish a dedicated command center to monitor and analyze the live feeds from the cameras including suspicious activities, potential threats, and vehicles of interest.
- c. MDPD shall integrate the camera system network with existing law enforcement databases for data collaboration with other law enforcement agencies.
- d. MDPD shall launch a public awareness campaign to inform area residents about the installation of surveillance cameras, emphasizing the benefits for public safety and address residents’ concerns and ensure compliance with legal and ethical standards.
- e. MDPD shall develop performance indicators to assess the impact of the surveillance camera network on crime reduction and public safety.

3.2 Two (2) Police Officers

- a. MDPD shall provide two (2) Police Officers with a marked vehicle to work concurrently 4 days a week, for no more than 8 hours of overtime each (in the avoidance of doubt, that totals 16 hours of overtime, per day) dedicated exclusively to the Area in an amount not to exceed to \$10,000.00 per month.

- b. MDPD shall identify crime prone spots within the area and shall implement a proactive approach to increase police visibility, accessibility, and positive interactions with the residents of the Area.
- c. MDPD shall develop performance indicators to assess the impact of the added law enforcement presence on crime reduction and public safety.
- d. The WPCRA will provide a list of Miami-Dade County Regulatory and Economic Resources (RER) code violations in which they request to have MDPD monitor and identify while working this initiative.
 - i. At the conclusion of each week, a list of observed possible RER violations, to include the address and nature of the suspected violation, will be submitted to the WPCRA via electronic communication. MDPD will not investigate nor enforce any RER code violations.

3.3 Additional Police Services

- a. MDPD shall provide additional police services as requested by the WPCRA Board for special projects including community events and townhall meetings and provide informal interactions between law enforcement personnel and community members, fostering positive relationships.
- b. MDPD shall develop performance indicators to assess the impact of the added law enforcement presence during events on crime reduction and public safety.
- c. MDPD will provide Crime Prevention Through Environmental Design services in a manner that is satisfactory to the WPCRA, in its sole and absolute discretion.

4. STATISTICAL TRACKING AND REPORTING

4.1. Upon the commencement of this Agreement, the MDPD through its South District, will conduct an updated base-line grid analysis of the targeted crime trends within the WPCRA. This intelligence information will be utilized to effectively determine the most efficient hours of operation for the dedicated officers, as described in Section 3.2 above.

4.2. At the conclusion of the term of this Agreement, MDPD will conduct a follow-up grid analysis of the targeted crime trends within the WPCRA. MDPD will then complete a comparison of the baseline, and follow-up grid analysis reports. Additionally, MDPD will provide to the WPCRA for its review a combined total of all activities for all the operations pursuant to this Agreement.

4.3. MDPD South District staff will maintain a file, available for inspection by the WPCRA Board and staff, containing copies of all Daily Activity Reports, Arrest Affidavits, and Daily Productivity Reports completed in connection with this Agreement.

5. FUNDING

The WPCRA participation in this Agreement is contingent upon the availability of funds. In the event that (i) the WPCRA does not provide adequate funding or (ii) the MDPD does not comply with the terms of this Agreement, then the WPCRA may terminate this Agreement in whole or in part, or may reduce the amount of funding to be provided. In the event that the WPCRA

does not provide adequate funding, MDPD may likewise terminate this Agreement, or provide reduced services. Should funding not be provided, resulting in the termination of this Agreement, the WPCRA will be responsible for payments for eligible services provided up to the date of termination.

The WPCRA will reimburse MDPD for the direct cost of each individual law enforcement detail conducted as part of the operation contemplated hereby. As a condition of reimbursement, MDPD shall provide the WPCRA with a reimbursement report for each law enforcement activity conducted as part of this program on a monthly basis, enumerating the number, type and cost of the activities conducted along with such other information as may be reasonably requested by the WPCRA in support of the requested reimbursement. The WPCRA shall reimburse MDPD within 30 days of receipt of the reimbursement report. In the avoidance of doubt, reimbursement eligibility of the aforementioned activities shall be in the sole and absolute discretion of the WPCRA.

6. INDEMNIFICATION

6.1 WPCRA shall indemnify and hold harmless MDPD and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which MDPD 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 WPCRA or its employees, agents, servants, partners, principals or subcontractors. WPCRA, on its behalf and on behalf of MDPD, 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 MDPD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. MDPD shall be responsible for such expenditures in the absence of WPCRA, provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the WPCRA shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars (\$200,000.00) or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment payable by WPCRA arising out of the same incident or occurrence, exceed the sum of three hundred thousand dollars (\$300,000.00) from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of WPCRA.

6.2 MDPD shall indemnify and hold harmless WPCRA and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which WPCRA 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 MDPD or its employees, agents, servants, partners, principals or subcontractors. MDPD, on its behalf and on behalf of WPCRA, 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 WPCRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may be issued thereon. WPCRA shall be responsible for such expenditures in the absence of MDPD, provided, however, this indemnification shall only be to the extent and within the limitations of Section 768.28, Florida Statutes, subject to the provisions of that Statute whereby the MDPD shall

not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of two hundred thousand dollars (\$200,000.00) or any claim or judgment or portions thereof, which, when totaled with all other claims or judgment payable by MDPD arising out of the same incident or occurrence, exceed the sum of three hundred thousand dollars (\$300,000.00) from any and all personal injury or property damage claims, liabilities, losses or causes of action which may arise as a result of the negligence of MDPD.

7. EFFECTIVE AND TERMINATION DATE

This Agreement becomes effective upon the signature by both parties hereto, and will remain in force for twelve (12) months thereafter, unless terminated sooner as provided herein. This Agreement can be extended for a longer period of time upon the mutual agreement of both parties; however, such agreement shall be in writing and signed by both parties. The Agreement can be terminated by either party, with or without cause, by giving written notice to the other party in accordance with Section 9.7 below. In case of termination, the WPCRA agrees to reimburse MDPD only for overtime actually accrued for services performed prior to the date of cancellation.

8. INSPECTOR GENERAL REVIEW

According to Section 2-1076 of the Code of Miami-Dade County, 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.

Nothing contained above shall in any way limit the powers of the Inspector General to perform audits on all County contracts including, but not limited to, those contracts specifically exempted above. The Miami-Dade County Inspector General is authorized and empowered to review past, present and proposed County and Public Health Trust contracts, transactions, accounts, records and programs. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of records and monitor existing projects and programs. Monitoring of an existing project or program may include a report concerning whether the project is on time, within budget and in conformance with plans, specifications and applicable law. The Inspector General is empowered to analyze the necessity of and reasonableness of proposed change orders to the Contract. The Inspector General is empowered to retain the services of independent private sector inspectors general (IPSIG) to audit, investigate, monitor, oversee, inspect and review operations, activities, performance and procurement process, including but not limited to project design, specifications, proposal submittals, activities of WPCRA, its officers, agents and employees, lobbyists, County staff and elected officials to ensure compliance with contract specifications and to detect fraud and corruption.

Upon written notice to WPCRA from the Inspector General or IPSIG retained by the Inspector General, WPCRA 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 Contractor's possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful subcontractors and suppliers, all project-related correspondence, memoranda, instructions,

financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

9. MISCELLANEOUS

9.1. Headings; Recitals. The headings of the sections of this Agreement are for convenience only and do not affect meanings of any provisions hereof. The recitals set forth above are true and correct and incorporated herein by this reference.

9.2. Amendment. The terms, covenants, conditions and provisions of this Agreement cannot be altered, changed, modified or added to, except in writing signed by the MDPD and the WPCRA and approved by the WPCRA Board.

9.3. Third-Party Beneficiaries. Neither of the parties hereto intends to directly nor substantially benefit any third party by this Agreement. Therefore, the parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

9.4. Waiver. No express or implied consent or waiver by a party hereto to or of any breach or default by the other party in the performance by such other party of its obligations under this Agreement will be deemed or construed to be a consent or waiver to or of any other breach or default in the performance by such other party of the same or any other obligations of such other party hereunder. Failure by a party to complain of any act or failure to act of the other party or to declare the other party in default, irrespective of how long such failure continues will not constitute a waiver by such party of its rights hereunder. The giving of consent by a party in any one instance will not limit or waive the necessity to obtain such party's consent in any future instance.

9.5. Independent Contractor. In performing its obligations hereunder, the MDPD shall be deemed an independent contractor and not an agent or employee of the WPCRA.

9.6. Assignment. Neither this Agreement, nor any interest herein, shall be assigned, transferred by the MDPD without the prior written consent of the WPCRA. Notwithstanding anything to the contrary in this Agreement, including any work orders, amendments or addendums thereto, the WPCRA agrees and acknowledges that the County may assign, transfer, convey, divide or otherwise dispose of this Agreement or a portion thereof, including the County's rights, title, or interest in or to the same, or any part thereof, to an elected County Sheriff upon the creation of such office in Miami-Dade County without any further consent from the WPCRA. Upon the assignment, transfer or conveyance of the Agreement, or a portion thereof, to the elected County Sheriff and the acceptance of such by the County Sheriff, the County shall be relieved of all obligations under this Contract, or such portions of the Agreement assumed by the elected County Sheriff. Should the County assign, transfer or convey only a portion of this Agreement to the County Sheriff, the Agreement shall be divided into two separate Agreements and the Sheriff shall assume all pro-rata rights, benefits and obligations of the portion of the Agreement assigned, transferred or conveyed to the County Sheriff as if such portion was a separate agreement entered into between the WPCRA and the County Sheriff. The County Sheriff shall exercise all

termination, extension or other contractual rights and shall be responsible for all obligations for such portion of the Agreement as of the date of the acceptance of such assignment, transfer or conveyance. The County shall provide notice of such action to the WPCRA within thirty (30) days of any such assignment, transfer or conveyance.

9.7. Notice. Whenever any party hereto desires or is required by this Agreement to give notice to the other party, it must be in writing and given by hand, sent by certified mail, with return receipt requested, or sent by a recognized overnight courier (e.g., Federal Express) addressed to the party for whom it is intended, at the address specified herein and amended from time to time. Notice may also be given by electronic means (e.g., facsimile or email) provided such is followed up with a hard copy by one of the methods in the previous sentence. The addresses for such notice are as follows:

(i) **To the WPCRA**

West Perrine Community Redevelopment Agency
111 NW 1 Street 22nd Floor
Attention: Krystal Patterson
Phone: 954-833-9990
E-mail: k.patterson@westperrinecra.com

(ii) **To the MDPD**

Miami-Dade Police Department
South District
10800 SW 211 Street
Cutler Bay, Florida 33189
Attention: Major Benny C. Solis
Phone: 305-378-4300
E-mail: bcsolis@mdpd.com

9.8 Public Records. This Agreement and the work performed hereunder is subject to Chapter 119, Florida Statutes, commonly known as the Florida Public Records Act.

IF MDPD HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE MDPD'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT (954)833-9990, K.PATTERSON@WESTPERRINECRA.COM, 111 NW 1 STREET 22ND FLOOR, MIAMI, FL 33128.

9.9. Entire Agreement. No statements, representations, warranties, either written or oral, from whatever source arising, except as expressly stated in this Agreement, shall have any legal validity between the parties or be binding upon any of them. The parties acknowledge that this Agreement contains the entire understanding and agreement of the parties with respect to the subject matter hereof.

[THE REST OF THIS PAGE LEFT INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the subscribing officials are authorized to acknowledge and execute this Agreement on behalf of their agency.

MIAMI-DADE COUNTY

By: _____
Daniella Levine Cava, Mayor

Date

MIAMI-DADE POLICE DEPARTMENT

By: _____
Stephanie V. Daniels, Director
Miami-Dade Police Department

Date

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

By: _____

Print Name: _____

Date: _____

Approved as to form and legal sufficiency:

Anita Viciano Zapata
Assistant County Attorney
Miami-Dade County, Florida

WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY

By: _____
Mr. Leviticus Gilliard, Chairperson
West Perrine Community Redevelopment Agency

_____ Date

Attest:

By: _____

Print Name: _____

Approved as to form and legal sufficiency:

By: _____

Print Name: _____

RESOLUTION NO. CRA-07-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (“AGENCY”) APPROVING THE GUIDELINES FOR THE AGENCY’S RESIDENTIAL REHABILITATION PROGRAMS

WHEREAS, this Board desires to accomplish the purpose outlined herein and to adopt the Guidelines for the Residential Rehabilitation Programs (“Guidelines”), which is attached hereto and is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, that:

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

Section 2. This Board hereby adopts the Guidelines, as set forth in Exhibit “B”, which is attached hereto and is incorporated herein by reference.

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

- | | |
|-----------------------------|---------------------------------|
| | Leviticus L. Gilliard, Chairman |
| | Tyreke Spann, Vice Chairman |
| Lieutenant Kevin Richardson | Veronica Thompkins |
| Rhonda Richardson-Comer | Willie Carpenter |

The Chairperson thereupon declared this resolution duly passed and adopted this _____ day of _____, 2024.

EXHIBIT B

RESIDENTIAL REHABILITATION PROGRAMS



**WEST
PERRINE** **C** **R** **A**
COMMUNITY REDEVELOPMENT AGENCY

**GUIDELINES FOR THE
RESIDENTIAL REHABILITATION
PROGRAMS**

June 2024

RESIDENTIAL REHABILITATION PROGRAMS
West Perrine Community Redevelopment Agency

The West Perrine Community Redevelopment Agency (WPCRA) seeks to effectuate positive change within the target area through improvements of residential structures. The below described programs will assist with necessary home repairs that will contribute positively to the overall health, life and safety of the West Perrine community while meeting the Agency's objective of mitigating conditions of slum and blight.

I) RESIDENTIAL REHABILITATION PROGRAMS:

1. Paint Up and Beautification Grant Program (PUB):

- a. The WPCRA will provide up to \$10,000 for residential owner-occupied properties to paint, landscape and clean (remove derelict vehicles, trash, debris, etc) with no match requirement.
- b. The WPCRA will provide up to \$15,000 for tenant-occupied multifamily dwellings up to four (4) units to paint, landscape and clean (remove derelict vehicles, trash, debris, etc), with a 75/25 match requirement from property owner.

2. Residential Rehabilitation Program (Owner Occupied):

The WPCRA will provide up to \$25,000, with no match requirement, to eligible owner-occupied homesteaded residences. This Program is subject to 100% forgiveness, pending the successful completion of a two (2) year maintenance period, in which the property cannot be sold, transferred, or conveyed.

3. Residential Rehabilitation Program (Tenant Occupied, Four (4) Units or Less):

The WPCRA will provide up to \$35,000 with a 75/25 match requirement from owner to eligible single family, townhome or multifamily homes rented. This Program is subject to 100% forgiveness, pending the successful completion of a three (3) year maintenance period on the improved property, in which the property cannot be sold, transferred, or conveyed.

II) GENERAL REQUIREMENTS OF RESIDENTIAL REHABILITATION PROGRAMS:

1. QUALIFICATIONS ARE DETERMINED BY CRA STAFF ACCORDING TO THE FOLLOWING GUIDELINES:

- The home must be a single-family home, townhome or duplex (not to exceed 4 units) within the boundaries of the West Perrine Community Redevelopment Area.
- Except when the applicant is a landlord, the home must be the primary and homestead residence of the applicant. Applicant must be the owner of the property. Property owner must present applicable State and County licenses for tenant occupied (rental) properties, up to 4 units. Tenants may not apply for the Program. Primary use must be residential.
- Must be a resident or owner, as applicable, for over one (1) year.
- Enhancements must make visible improvement to the property or area.
- Property taxes on the property must be current.
- Mortgage payments must be current on the property.
- Standard property insurance must be maintained on the property. Insurance must be maintained during the duration of the Program's term.
- Only one property under the same owner will qualify for the Program.
- Applicant must read and understand all aspects of the Program and sign the guidelines and application to be considered. The application must be signed by all of the property's owners.
- All work must be performed by a State of Florida licensed contractor. Contractor must obtain all necessary building permits from Miami Dade County Building Department before beginning any work.
- Contractors must submit an itemized and detailed scope of work with cost estimates. The Agency reserves the right to deny any submitted cost estimates.

- CRA may require additional work to be done as a condition to approval if the requested items do not show a visible impact/improvement and/or meet the WPCRA's goals.
- Properties with life, health or safety issues may be prioritized.
- Any work done without proper building permits will not be accepted or paid by the Program.
- All projects and improvements must comply with the design guidelines as adopted by Miami Dade County.
- All applications must be approved by the WPCRA Board, agreement executed and permits obtained (if applicable) prior to receiving any funding.
- Repairs or improvements underway BEFORE approval will NOT be funded.
- The property shall not have any outstanding code enforcement liens or other Miami Dade County liens at the time of application unless it is determined that funds will correct code enforcement liens/violations. Program funds may NOT be used to pay code enforcement fines/liens.
- CRA staff will work only with the applicant. Other parties will not be serviced on behalf of the applicant.
- Construction must start within sixty (60) days of the agreement execution date and must be completed one (1) year from the agreement's execution date. Project timetable must be provided and adhered to by the applicant and contractor.

2. AUTOMATIC DISQUALIFICATION:

- Properties that have received funding from Miami Dade County or the WPCRA within the last two years.
- Properties "For Sale" or listed within six months of the application date will not be considered.
- Work done prior to approval by the WPCRA will not qualify.

III) RESIDENTIAL REHABILITATION PROGRAM DETAILS:

The goal of this Program is to stabilize and preserve residential properties by assisting homeowners with the costs for improvements resulting in improved quality of life, increased home value, and neighborhood pride. This Program is limited to one property per homeowner for the lifetime of the program. The Paint Up and Beautification Grant Program (owner occupied) and the Residential Rehabilitation Program (Owner Occupied) do not require any matching funds and repayment is NOT required as long as the homeowner lives in the property as per the general eligibility requirements above.

Eligible work under the RRP may include:

- Exterior/interior painting
- Drywall
- Siding or masonry
- Sewer hook-up or septic repairs
- Roof or gutter repairs (only for non-insured homeowners) *
- Exterior lighting
- Foundation, ceiling, floor, wall or other structural repairs
- Window or exterior door replacement
- Storm shutters
- Air conditioning or fan repair or installation
- Electrical repairs or improvement
- Plumbing repair or improvement
- Insulation or weather stripping
- Kitchen or bathroom repair and improvement
- Repair or replacement of water heater
- Termite removal
- Landscaping or irrigation
- Driveway repair/installation
- Improvements needed to accommodate a person with a disability
- Other improvements not listed may be considered on a case-by-case basis.

While this program is designed to perform exterior improvements primarily, emergency interior repairs may be included if they mitigate life safety issues including removal of asbestos, mold, home barriers to the disabled and/or elderly or other life safety issues as determined by the Florida Building Code.

Funds may be used to cover costs necessary to complete the project, to include Architectural, landscape architectural or engineering fees for the preparation of construction drawings, construction supervision, permits and inspection fees.

Luxury improvements such as hot tubs, spas or interior decorating are not eligible for assistance.

**Applicants requesting funding for roof repair or replacement must provide proof of insurance denial letter for coverage. If roof replacement is required, up to \$35,000 may be allocated. If the requested roof improvements are required to qualify for insurance coverage, an allocation may be approved to fund the required improvements, provided that the property owner provides proof that a policy has been/will be purchased and will activate upon completion of the roof repair or replacement.*

IV) ELIGIBILITY OF APPLICANT

No person, including but not limited to any officer, board of directors, managers, supervisor, or employees employed by the CRA, who is in the position of authority, and who exercises any function or responsibilities in connection with the RRP, has at the time the RRP is initiated, or shall have during the term of the RRP, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the RRP. Additionally, no family member related to any officer, board of directors, managers, supervisor, or employees employed by the CRA, may apply for a RRP Program. The term “related to” includes the following:

1. By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece.
2. By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, stepparent, or stepchild; or
3. Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to decide or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.

V) APPLICATION PROCEDURE

Applicants must complete the attached application in its entirety and return the CRA with all supporting documents as indicated below.

Staff will review the application and schedule a meeting with the applicant to learn more about the project.

Property owner must obtain 1 to 3 quotes from licensed contractors that are registered vendors with Miami Dade County. The CRA reserves the right to work with its contracted vendors to facilitate all Programs. In this case, CRA will obtain all quotes. Contractor must show proof of general contractor licensure, state and local licensure, insurance and must be registered as an approved vendor with Miami Dade County.

The CRA reserves the right to recommend changes to proposed work within budget.

Application will be scheduled for Board review after CRA staff has completed the initial assessments. Property owner must attend the scheduled meeting for item to be heard by the Board.

If the application is approved by the Board, awardee will receive a formal notification of award letter before funds will be disbursed or reimbursed, in the CRA’s sole discretion. Contractor must obtain and submit all necessary permits to the Agency before commencing work.

Once the work is complete, the contractor must notify the Agency. Contractor must submit all invoices and copies of final building inspections and/or closed permits. The CRA may conduct an inspection to verify all work was conducted in accordance with the Program’s terms.

VI) REQUIRED DOCUMENTS:

- Applicants government issued Driver's License or id.
Proof of homestead exemption.
- A copy of Recorded Warranty Deed
- Proof of all current mortgage(s) monthly statement(s)
- A copy of current and active Homeowners Insurance Policy declaration page. A copy of the declaration page for windstorm and flood insurance may be provided if applicable.
Color photos of existing site or project area(s)*

*Please see roofing exception on page 2

VII) TERMINATION OR FORFEITURE

Termination of funding and forfeiture of funding may occur if:

- Applicant or occupant refuses or fails to allow the rehabilitation to commence within 60 days of contract award.
- Applicant or occupant refuses or fails to allow reasonable access to complete the rehabilitation after commencement.
- Applicant refuses to authorize payments associated with the project, which have been deemed payable by the WPCRA.
- An event of default occurs as specified in the mortgage, promissory note or lapse in insurance.
- Property is sold during the maintenance period.

Notice shall be given to the applicant of such termination and/or forfeiture, as appropriate, with follow up action for full refund of funds disbursed.

VIII) ADDITIONAL DETAILS

- A. The term of the RRP Agreement will be up to one (1) year, commencing on the date of the agreement's execution by the CRA Chairman, and then a 2–3-year maintenance period. The construction process must commence within sixty (60) days of the agreement's execution.
- B. If additional time is required due to verifiable circumstances outside the control of the Awardee, an extension may be granted. The CRA reserves the right to exercise independent discretion to grant or deny any extension request. If a request for an extension to the agreement is needed, the request must be made in writing to the Executive Director, by the Awardee at least fifteen (15) days prior to the expiration of the agreement's term, and such extensions may be granted by the Executive Director; however, if an extension for longer than one (1) year is needed, CRA staff will forward the request and sufficient justification to the CRA Board for its review, at the CRA staff's sole discretion.
- C. If the approved scope of work requires revision, the Awardee must confer with the Executive Director or designee to determine if the new scope of work will fall within the approved RRP guidelines and approved grand award amount. The Awardee must await written approval or denial of the request from the Executive Director.
- D. An incomplete application will not be processed and will be returned to the applicant with notification to complete the application.
- E. The Awardee and/or the property's owner will be required to sign a agreement and other documentation that the CRA may require. Such documentation will contain:
 - i. A *"Clawback" Provision*: This requires the CRA to rescind and recover RRP funding if the use of the funding does not substantially comply with the provisions of the agreement and the related documentation, by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney's fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law.
 - ii. A *Security Interest*: In order to secure the Awardee's obligations under the agreement, Awardee will be required to pledge, grant, convey, and assign to the CRA a continuing lien and security interest upon certain collateral. Upon satisfaction in full of the Awardee's RRP obligations, the CRA's security

interest shall terminate. Please note that the Paint Up and Beautification Program is a traditional grant and will not require a security interest.

- F. As a condition of receiving the RRP funds, Awardees may be required to provide written or verbal progress reports updating the Agency on the status of the construction.

IX) DISCLAIMERS

- A. The CRA reserves the right, in its sole and absolute discretion, to reject any and all applications, postpone or cancel the RRP, or waive any irregularities in applications submitted for RRP funding.
- B. The CRA reserves the right to request and evaluate additional information from any applicant after the submission deadline as the CRA deems necessary.
- C. Areas not covered in detail in this policy which arise during the application or implementation of the RRP will be handled as the situation may dictate so as not to impede orderly progress. If an issue has the potential for reoccurrence, it shall be resolved, and then included as an addendum to this policy.
- D. The CRA Board shall have the final determination related to interpretations of this policy and these guidelines.
- E. The CRA reserves the right to rescind/withdraw any award if it suspects any irregularities or improprieties on the part of an applicant or Awardee, if awarded.
- F. All work performed pursuant to the RRP program shall be in compliance with the provisions of all applicable federal, state and local laws, orders, statutes, ordinances, rules and regulations.
- G. CRA Board and its designee reserve the right to revise, amend or eliminate the RRP program as deemed necessary at their sole discretion.
- H. The WPCRA will monitor the progress of the project and may request photos, documentation and access for inspections throughout the process. The property will be monitored after completion during the maintenance period.
- I. It is the responsibility of the applicant to obtain any and all warranties for repairs and improvements from the general contractor. Applicant/property owner must notify the contractor directly of any warranty claims.

Please note that the Awardee also agrees to recognize the CRA as a funding source for all the activities outlined in the application and agreement. The Awardee shall permit the CRA to place a sign at the property from the time the funds are award through completion of the project up to thirty days post completion

RESOLUTION NO. CRA-08-24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY (“AGENCY”) APPROVING THE GUIDELINES FOR THE AGENCY’S BUSINESS EXPANSION AND ATTRACTION PROGRAM

WHEREAS, this Board desires to accomplish the purpose outlined herein and to adopt the Guidelines for the Business Expansion and Attraction Program (“Guidelines”), which is attached hereto and is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY, that:

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

Section 2. This Board hereby adopts the Guidelines, as set forth in Exhibit “C”, which is attached hereto and is incorporated herein by reference.

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

Leviticus L. Gilliard, Chairman	
Tyreke Spann, Vice Chairman	
Lieutenant Kevin Richardson	Veronica Thompkins
Rhonda Richardson-Comer	Willie Carpenter

The Chairperson thereupon declared this resolution duly passed and adopted this _____ day of _____, 2024.

EXHIBIT C

Business Expansion & Attraction Program Guidelines



BUSINESS EXPANSION & ATTRACTION PROGRAM (BEAP) GUIDELINES

JUNE 2024

**WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY
BUSINESS EXPANSION & ATTRACTION PROGRAM**

I. WEST PERRINE COMMUNITY REDEVELOPMENT AGENCY BACKGROUND

The Miami-Dade County Board of County Commissioners created the West Perrine Community Redevelopment Agency ("Agency" or "CRA") in 2005, pursuant to Florida State Law. The boundaries of the Agency include US-1 on the east and southeast, SW 168 Street on the north and the Homestead Extension of the Florida's Turnpike on the west and southwest ("CRA boundaries").

II. BUSINESS EXPANSION & ATTRACTION PROGRAM SUMMARY

The **Business Expansion & Attraction Program** ("BEAP") was developed by the CRA to accelerate the attraction of businesses within the West Perrine Community Redevelopment Agency (WPCRA). The WPCRA will provide project costs up to \$150,000 toward specifically defined, and approved costs that are related to relocation and attraction of businesses. This program is for businesses that are not located within the boundaries of the CRA or those looking for an opportunity to expand.

III. REQUIREMENTS

1. Applicant must have either proof of property ownership, an executed lease, or signed documents showing a bona fide intent to purchase, or lease related to the property within the WPCRA. Funds will not be disbursed until after applicant shows proof of having taken possession of the property.
2. Tenants must have a signed lease of at least 2 years, or documentation showing an intent to sign a lease of at least 2 years and 2 years of performance activity documentation in a similar business.
3. Business Plan (Preferred)
4. Property must be zoned for commercial use.
5. Must show proof of plans to recruit and provide local job preference.
6. Tenants of commercial buildings must obtain approval from the property owner in order to participate in the program.

IV. ELIGIBLE USES FOR FUNDING

CRA funds are to be used for standard building finishes as determined by the CRA.

- Impact windows and doors
- Awnings & canopy
- Painting & stucco
- Roof repair/replacements
- Interior/exterior lighting & fixtures
- Interior renovation
- Electrical upgrades
- Loading docks
- Fence and gates
- Parking lots/resurfacing
- Flooring
- Walkways/sidewalks
- Signage
- Security enhancements
- Landscaping
- Public art
- Architect/engineer/permit fees

- o Specific Business equipment
- o Certain relocation-related costs during renovations

V. APPLICATION PROCEDURES

- A.** Review and sign BEAP Guidelines.
- B.** The applicant must submit a complete application, signed by an individual who is authorized to bind the corporation, such as the chief executive officer, managing principal, or majority owner of the business. If the applicant is a tenant, then the property owner must agree to the terms of the program by signing the appropriate documentation as determined by the CRA.
- C.** CRA staff will review application and notify applicant of any deficiencies.
- D.** If the application is complete, staff will schedule an appointment with the applicant to discuss the application and project in detail and inform the applicant regarding the next steps.
- E.** Upon the application’s completion, as determined by the CRA Board’s designee, the CRA staff will schedule the application for review and approval by the CRA Board.
 - i. Applicant must attend the scheduled board meeting for approval unless determined otherwise by the CRA Board or its designee.
- F.** Applicants that are not approved may apply again one (1) year from denial.
- G.** Submitting the application does not guarantee funding. Awarding funds is at the sole discretion of the CRA Board.

VI. BEAP APPLICATION REQUIRED DOCUMENTS

- o Completed and signed application
- o Certificate of Status from Division of Corporations
- o Photos of the current condition of the site/structure
- o Architectural renderings of proposed property improvements in color.
- o Survey if any components of the project include paving, fencing, landscaping etc.
- o Detailed outline of all proposed improvements.
- o Copy of licenses and insurance for selected contractor(s).
- o Preliminary schedule for completion of improvements
- o Copy of Local Business Tax
- o Copy of property insurance for business or building.
- o Verification of current property taxes
- o Copy of any/all liens associated with property

VII. PROGRAM DETAILS

- A.** The term of the BEAP Agreement will be one (1) year, commencing on the date of the agreement’s execution by the CRA Chairman. The construction process must commence within sixty (60) days of the agreement’s execution.
- B.** If additional time is required due to verifiable circumstances outside the control of the Awardee, an extension may be granted. The CRA reserves the right to exercise independent discretion to grant or deny any extension request. If a request for an extension to the agreement is needed, the request must be made in writing to the Executive Director, by the Awardee at least fifteen (15) days prior to the expiration of the agreement’s term, and such extensions may be granted by the Executive Director; however, if an extension for longer than one (1) year is needed, CRA staff will forward the request and sufficient justification to the CRA Board for its review, at the CRA staff’s sole discretion.
- C.** If the approved scope of work requires revision, the Awardee must confer with the Executive Director or designee to determine if the new scope of work will fall within the approved BEAP guidelines and approved grand award amount. The Awardee must await written approval or denial of the request from the Executive Director.
- D.** An incomplete application will not be processed and will be returned to the applicant with notification to complete the application.
- E.** Applicant acknowledges that property must not be sold within five (5) years of receiving funding otherwise awardee must repay the full amount awarded. Applicants that rent space must not vacate within two (2) years of receiving funding.
- F.** The Awardee and/or the property’s owner will be required to sign a program agreement and other documentation that the CRA may require. Such documentation will contain:

- i. A *“Clawback” Provision*: This requires the CRA to rescind and recover BEAP funding if the use of the funding does not substantially comply with the provisions of the program agreement and the related documentation, by demanding repayment of such funds in writing, including recovery of penalties or liquidated damages, to the extent allowed by law, as well as attorney’s fees and interest, and pursuing collection or legal action, to the fullest extent allowable by law.
 - ii. A *Security Interest*: In order to secure the Awardee’s obligations under the program agreement, Awardee will be required to pledge, grant, convey, and assign to the CRA a continuing lien and security interest upon certain collateral. Upon satisfaction in full of the Awardee’s BEAP obligations, the CRA’s security interest shall terminate.
- G.** As a condition of receiving the BEAP funds, Awardees may be required to provide written or verbal progress reports updating the Agency on the status of the construction.

VIII. RENOVATION AND CONSTRUCTION

- A.** All contractors must have a General or Building contractor’s license (Class A or B), proof of insurance, State and County licensure.
- B.** The Awardee must comply with the Miami Dade County Building Standards and submit copies of all necessary permits to the CRA. Approved work that may not require permits by the Miami Dade County Building department will require a signed affidavit indicating same by a designee of the Miami Dade County Building Department. Work of any kind started or performed without proper permits, sealed plans and specifications, if applicable, will not be eligible for BEAP program assistance and thus, will be immediately disqualified.
- C.** Change orders must be approved by the Agency’s Executive Director. Any costs associated with a change order that is not approved by the Executive Director will not be considered for reimbursement/disbursement. Any costs that exceed the awarded amount will be exclusively the responsibility of the Awardee.
- D.** Program payments will be made to the applicant on a reimbursement basis unless an alternative payment structure is approved by the CRA Board.

IX. DISCLAIMERS

- A.** The CRA reserves the right, in its sole and absolute discretion, to reject any and all applications, postpone or cancel the BEAP, or waive any irregularities in applications submitted for BEAP funding.
- B.** The CRA reserves the right to request and evaluate additional information from any applicant after the submission deadline as the CRA deems necessary.
- C.** Areas not covered in detail in this policy which arise during the application or implementation of the BEAP will be handled as the situation may dictate so as not to impede orderly progress. If an issue has the potential for reoccurrence, it shall be resolved, and then included as an addendum to this policy.
- D.** The CRA Board shall have the final determination related to interpretations of this policy and these guidelines.
- E.** The CRA reserves the right to rescind/withdraw any award if it suspects any irregularities or improprieties on the part of an applicant or Awardee, if awarded.
- F.** Awardees may be required to also partner in certain activities sponsored by the CRA.
- G.** All work performed pursuant to the BEAP program shall be in compliance with the provisions of all applicable federal, state and local laws, orders, statutes, ordinances, rules and regulations.
- H.** CRA Board and its designee reserve the right to revise, amend or eliminate the BEAP program as deemed necessary at their sole discretion.

Applicant:

Signature: _____

Print Name: _____

Date: _____