

NW 7th Avenue Community Redevelopment Agency

www.miamidade.gov/redevelopment/nw-7th-avenue-corridor.asp



February 25, 2025

Arcola Lakes Senior Center

8401 NW 14th Avenue, Miami, FL 33147

Conference Room

6PM

- I. Call to Order
- II. Roll Call
- III. Reasonable Opportunity for the Public to be Heard — 2 minutes per speaker
- IV. Approval of Agenda
- V. Approval of Minutes
 - A. January 22, 2025
- VI. NANA, Grants Administrator
- VII. Action Item —
 - A. ***Resolution 02-2025: Resolution of the NW 7th Avenue Community Redevelopment Agency Approving the Package #1 for Fiscal Year 2024-25 Area Improvement & Redevelopment Grant Program Funding***
- VIII. COLAB, Economic Development Team
 - A. Community Focus Group Meeting Observations
- IX. New Business
 - A. Administrative Update
- X. Adjournment



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The NW 7th Avenue Community Redevelopment Agency

2025 Meeting Dates*

Arcola Lakes Library @ 6pm

·Wednesday, January 22nd (FON Public Meeting)

~~·Tuesday, February 25th~~

·Thursday, March 20th

·Wednesday, April 16th

·Wednesday, May 14th

·Wednesday, June 11th

·Wednesday, July 23rd

·**August Board Recess**

·Wednesday, September 24th

FRA Conference, October 14th-17th

·Wednesday, November 12th

·Wednesday, December 10th

Meeting dates and agendas are also posted at:

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





**NW 7TH AVENUE CORRIDOR REDEVELOPMENT AGENCY
PUBLIC MEETING**

OFFICIAL MINUTES – Wednesday, January 22, 2025

- I. Call to Order – CRA Board Vice-Chair Mondesir called the meeting to order at 6:05 p.m.
- II. Roll Call and Introduction of New Board Member Angela Reyes –

Daniella Pierre, Chairwoman	Present
Jeffy Mondesir, Vice Chairman	Present
Board Member Gene Lomando	Present
Board Member Rasha Comeau	Present
Board Member Angela Reyes	Present
Board Member Nadeige Theresias-Joisil	Absent

Others Present:
 Vivian Cao, Assistant Director; Chimene Graham, Business Analyst Manager; Nicole Jordan Business Analyst; Miami-Dade County, Office of Management & Budget (OMB); Terrence Smith, Assistant County Attorney; County Attorney’s Office (CAO); Melissa Hege and Mathew Hege, MHCP COLAB; Leroy Jones, Alice Townsend, Neighbors and Neighbors Association (NANA)

- III. Public Comment/ Reasonable Opportunity to be Heard – Andrea Rivera (COLAB) invited the audience to attend the CRA action plan update meetings. Martin Nolasco, business owner within the area, introduced himself to the board, as this was his first CRA meeting.
- IV. Approval of Agenda – Rasha Comeau moved approval of the agenda, with a second from Gene Lomando. *Motion passed.*
- V. Approval of December 11th, 2024, Minutes – Rasha Comeau moved approval of the Minutes, with a second from Gene Lomando. *Motion passed.*
- VI. NW 7th Avenue CRA Expansion Finding of Necessity – Kevin Crowder, BusinessFlare

Kevin Crowder stated his firm was hired to conduct a Finding of Necessity (FON) for the two areas identified by Commissioner Bastien’s BCC Resolution to research their suitability for expansion.

Kevin gave a historical overview of the creation, purpose and funding of the CRA. Kevin also explained that the Florida Statutes list 15 criteria for an area to be considered slum and/or blighted, stating that an area has to meet at least two blighted criteria. Kevin stated that in the areas that they analyzed, they found 7 of the 15 criteria present (i.e., unsanitary/unsafe conditions, deterioration of site/other improvements, inadequate/outdated building density patterns, incidence of crime in the area compared to the County).

Various board members had questions regarding plans for local development, county owned lots, mixed use development, and churches in the area. After a question from the Vice-Chairman Jeffy Mondesir regarding financial impact. In addition, Jeffy inquired about the funding of housing. County Attorney Terrence Smith stated that CRA funds can be used to supplement housing development and cited the Florida Statutes, which indicates that CRA boards have the responsibility of increasing affordable housing, as long as it’s consistent with the Agency’s redevelopment plan and statutes.

Board Member Comeau inquired about the estimated timeline for this item to go to the Board of County Commissioners (BCC) and Vivian Cao explained that if the item were to be approved today, staff would prepare the legislative item to submit which could take a few months to go to the BCC.

In the interim, staff will prepare a request for proposal (RFP) for a consultant to draft the redevelopment plan. Typically, this process can take from nine to 12 months. Terrence also added that administration has their own deadlines, and everything is ultimately subject to the BCC assigning an item to be placed on the agenda, and therefore a timeline cannot be guaranteed.

After a board member inquired about why certain areas were chosen for the expansion, the Chairwoman clarified that most CRA's have a mixed use of commercial and residential properties in the CRA and stated there is a need for both to have representation.

VII. Item for Action

- A. Resolution 01-2025: Resolution of the NW 7th Avenue Community Redevelopment Agency (CRA) Accepting the Finding of Necessity Study for the Expansion of the NW 7th Avenue CRA – Terrence Smith read the resolution into the record. Rasha Cameau moved to approve the finding of necessity, with a second from Vice-Chair Mondesir. Motion passed.

VIII. New Business –

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

If the Boards decide to have a joint meeting, in order to reach consensus on a single candidate, staff will schedule a Sunshine meeting of both Boards. However, Terrence indicated that each Board is not bound by the other Board's decision. If either Board chooses a different candidate to serve as their executive director, they can move forward with their choice. Rasha Cameau moved to approve the job description as presented with the terms presented by Vivian Cao and the inclusion of a future Sunshine Meeting with both CRA's, with a second from Vice-Chair Mondesir. Motion passed.

Vivian also indicated that staff is working with the County Attorney, NW 79th Street CRA and the North Miami CRA on a joint Interlocal agreement to unify the look of the areas.

- IX. Adjournment – There being no additional business, the meeting adjourned at 6:51 p.m.

RESOLUTION NO. CRA-02-2025

RESOLUTION BY THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY APPROVING THE FISCAL YEAR 2024-25 AREA IMPROVEMENT AND REDEVELOPMENT GRANT FUNDING RECOMMENDATIONS IN AN AMOUNT NOT TO EXCEED \$365,000.00; AND AUTHORIZING THE EXECUTIVE DIRECTOR OR EXECUTIVE DIRECTOR'S DESIGNEE TO NEGOTIATE AND EXECUTE GRANT AGREEMENTS BETWEEN THE AGENCY AND GRANTEES, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING CANCELLATION, TERMINATION, AND AMENDMENT PROVISIONS

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT AGENCY, that:

Section 1. The matter contained in the foregoing recital is incorporated in this resolution by reference.

Section 2. This Board approves the Fiscal Year 2024-25 Area Improvement & Redevelopment Program grant funding recommendations in an amount not to exceed \$365,000.00.

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

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

	Daniella Pierre, Chairwoman _____	
	Jeffy Mondesir, Vice Chairman _____	
Rasha Cameau _____		Gene Lomando _____
Angela Reyes _____		Nadege Theresias-Joisil _____

The Chairperson thereupon declared the resolution duly passed and adopted this 25th day of February, 2025.

**N.W. 7th AVENUE COMMUNITY
REDEVELOPMENT AGENCY AND
ITS BOARD OF COMMISSIONERS**

By: _____
N.W. 7th Avenue CRA Secretary

Approved by CRA Attorney as
to form and legal sufficiency.



Terrence A. Smith



Date: February 25, 2025

To: Daniella Pierre, Chairwoman
and Board Members of
NW 7th Avenue Community Redevelopment Agency

From: Vivian Cao, Executive Director *Vivian Cao*
NW 7th Avenue Community Redevelopment Agency

Subject: Resolution No. 01-2025: Approval of Package #1 of Fiscal Year 2024-25 Area Improvement & Redevelopment Grant Program Funding

Recommendation

It is recommended that the Board of Commissioners (Board) of the NW 7th Avenue Corridor Community Redevelopment Agency (Agency) approve the Fiscal Year (FY) 2024-25 Area Improvement & Redevelopment Grant Program (AIRGP) funding totaling \$365,000.00. It is further recommended that the Board authorize the Executive Director or the Executive Director's designee to negotiate and execute grant agreements between the Agency and grantees identified herein, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

Fiscal Impact

The FY 2024-2025 approved allocations for the three grant programs, \$300,000 for the Business Attraction & Expansion Grant Program (BAEG); \$350,000 for the Revitalization & Rehabilitation Grant Program (RRG); and \$150,000 for the Small Business Technology & Innovation Grant Program (SBTIG), will fund the proposed grants. This recommendation totals \$365,000.

Delegation of Authority

Upon the approval of this item, the Executive Director or the Executive Director's designee will be authorized to negotiate and execute grant agreements between the Agency and grantees identified herein, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions.

Background

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

For the initial package submittal, NANA received a total of 13 applications of which five were forwarded for consideration: one for the BAEG, four for the RRG and three for the SBTIG. Detailed below in Tables 1 – 3, are the application recommendations. Since the funding requests fall within the approved grant funding for the current fiscal year, the Board can decide to fund any number of the applications received for this cycle of funding. In an effort to fund as many businesses as possible, consideration was given to the overall available CRA funding.

Table 1. BAEG Program – \$100,000, 50% Match and CBA Required					
Applicant	Total Project Investment	Funding Requested	Funding Recommended	Grantee Required Funding	Project Details
Next Dental 6 th Ave PA 15490 NW 7 th Avenue Miami 33169	\$214,700	\$100,000	\$75,000	\$139,700	Interior lighting; window/door replacement; HVAC upgrade; and CAT installation
Totals	\$214,700	\$100,000	\$75,000	\$139,700	
CRA RRG Funding			\$75,000		

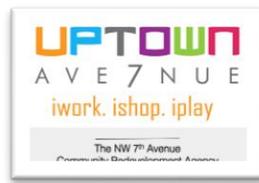
Table 2. RRG Program – \$75,000 Max; 25% Match Required					
Applicants	Total Project Investment	Funding Requested	Funding Recommended	Grantee Required Funding	Project Details
306 WW LLC 9001 NW 7 th Avenue Miami 33150	\$282,000	\$75,000	\$75,000	\$207,000	Demolish existing structure; asphalt entire lot; upgrade chain link fence; 40-year certification, post demolition
C. Photo Design, Inc. 667 NW 90 th Street Miami 33150	\$185,000	\$75,000	\$75,000	\$110,000	Exterior fence upgrade; landscaping; solar panels; and delivery area awning
South Florida Restoration, Inc. 675 NW 116 th Street Miami 33168	\$125,000	\$75,000	\$75,000	\$50,000	Roof replacement
G10 Restoration LLC 670 NW 113 th Street Miami 33168	\$105,000	\$75,000	\$45,000	\$60,000	HVAC upgrade; electric gates and asphalt parking lot
Totals	\$697,000	\$300,000	\$270,000	\$427,000	
CRA RRG Funding			\$270,000		

Table 3. SBTIG Program – \$10,000 Max, No Match Required				
Applicants	Total Project Investment	Funding Requested	Funding Recommended	Project Details/Denial Reason
306 WW LLC	\$20,000	\$10,000	\$0	Security system - Recommended that business work with the Miami-Dade Sheriff's Office Project Greenlight Program
C Photo Design, Inc.	\$29,261	\$10,000	\$10,000	Website development and social media/e-mail strategy
G10 Restoration LLC	\$23,000	\$10,000	\$10,000	Digital marketing campaign
Totals	\$72,261	\$30,000	\$20,000	
CRA SBTIG Funding			\$20,000	

Grant Funding Snapshot			
FY 2024-2025	Table 1. Business Attraction & Expansion Grant (BAEG)	Table 2. Revitalization & Rehabilitation Grant (RRG)	Table 3. Small Business Technology & Innovation Grant (SBTIG)
Grant Allocations	\$300,000	\$350,000	\$150,000
This Grant Package #1	\$75,000	\$270,000	\$20,000
Balance Remaining	\$225,000	\$80,000	\$130,000

Attachments:

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



**BUSINESS ATTRACTION AND EXPANSION GRANT AGREEMENT
BETWEEN _____ AND THE
N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT
AGENCY**

This **Business Attraction and Expansion Grant Agreement** (Agreement) is entered this _____ day of _____, 2025 (“Effective Date”), between the N.W. 7th Avenue Corridor Community Redevelopment Agency (Agency), whose address is 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, and _____ (the “Grantee”), whose business address is _____ (the “Premises”).

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

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

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

WHEREAS, the Agency has adopted policies and procedures to implement a Business Attraction and Expansion Grant Program, including partially funding the cost of rehabilitating the commercial businesses.

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

1. TERM OF THE AGREEMENT

The term of the Agreement shall be for a period not to exceed twelve (12) months commencing on the date this Agreement is executed by the Agency’s Executive Director or designee, unless such expiration date is extended at the sole discretion of the Agency’s Board of Commissioners.

2. SCOPE OF SERVICES

A. The Agency shall fund this Business Attraction and Expansion Grant (BAEG) up to fifty percent (50%) of the costs related to Expansion and attraction of businesses in the Redevelopment Area, not to exceed \$100,000 as detailed in the adopted *N.W. 7th Avenue Corridor Area Improvement and Redevelopment Grant Program Policy and Procedures* (Attachment A). The Agency shall fund its share of the cost through disbursements after the Grantee has expended and documented their expenditure of the costs. All invoices shall be approved by both the Grantee and the Grantee’s architect (if applicable) prior to submittal to the Agency. The last and final payment shall be made when all permits have been closed out or building has received a certificate of occupancy, when applicable.

Grantee shall rehabilitate the commercial building located at _____ (Premises). Such rehabilitation shall conform to the adopted *N.W. 7th Avenue Corridor Area Improvement and Redevelopment Grant Program Policy and Procedures* and meet all code requirements of Miami-Dade County (County). Grantee shall obtain all required permits prior to commencing the rehabilitation of the Premises.

- B. Upon receipt and review of a proper invoice submitted by Grantee, the Agency shall reimburse Grantee in a timely manner as prescribed herein. In accordance with sections 218.73, 218.74, and 218.76, Florida Statutes, upon receipt of a proper invoice, the Agency shall reimburse Grantee within forty-five (45) calendar days. In accordance with section 2-8.1.4 of the Code of Miami-Dade County, known as the Sherman S. Winn Prompt Payment Ordinance, and Miami-Dade County Administrative Order 3-19, Prompt Payment, upon receipt of a proper invoice, the Agency shall reimburse Grantee within forty-five (45) calendar days; or within thirty (30) calendar days if Grantee is a small business, a minority-owned business, or a women-owned business enterprise. Failure of the Agency to adhere to the prompt payment requirements described herein shall render the Agency subject to paying interest on the amount due to the Grantee. Grantee shall also pay its subcontractor(s) as authorized under this Agreement in a timely manner as indicated in the corresponding subcontract.

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

The following are eligible expenditures under the BAEG program:

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

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

3. **ADMINISTRATIVE CONDITIONS**

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

4. **BUDGET**

The Agency agrees to pay from its Tax Increment Trust Fund, the maximum amount of \$_____.00. Said funds are to be used for construction purposes according to the written estimate _____ for _____ and dated _____. The Agency shall fund its share of the cost through disbursements after the Grantee has expended and documented those expenditures of their share of the costs. All invoices shall be approved by the Agency's Grant Program Administrator, Neighbors And Neighbors Association, Inc. (NANA), the Grantee and the Grantee's architect prior to submittal to the Agency.

Payment will not be made if work products are incomplete. Documentation detailing the source and extent of the cost shall be provided with each invoice. This shall typically be in the form of third-party construction or vendor invoices. Request for reimbursement shall be transmitted on the *Façade Program Request for Reimbursement Form* (Attachment C).

The funding of this Agreement is subject to approval of the Agency's approved budget by the Board of County Commissioners (Board). In the event Grantee incurs expenses prior to approval of the Agency's budget, Grantee acknowledges and accepts that the Agency shall have no obligation under this Agreement to reimburse Grantee for such expenses until such time as the Agency's budget is approved. In the event the Agency's budget is not approved, this Agreement shall be terminated in accordance with Section 6 of this Agreement and the Agency shall have no further obligations to provide grant funding to Grantee.

5. ASSIGNMENT

This grant is awarded on the condition that the Grantee maintains ownership of or continues to operate the Grantee's business for a period of twelve (12) months from the effective date of this Agreement. If the Grantee transfers ownership of the business or discontinues business operations before the expiration of the twelve (12) month period, the total amount awarded under this Agreement may be due and payable to the Agency at its sole and absolute discretion.

This Agreement shall not be assigned in whole or in part by the Grantee without the prior written consent of the Agency, which consent may be withheld with the Agency's sole and absolute discretion. If assigned, the assignment shall be enforced against assignees and successors in interest.

6. TERMINATION

- A. This Agreement may also be terminated by the Agency for convenience or if the grant funds are not available for the reasons stated in Section 4 of this Agreement, upon sixty (60) days written notice by the terminating party to the other party of such termination in which event, Grantee shall be paid for eligible expenses incurred prior to termination date.
- B. The Agency may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
- C. The Agency may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- D. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Agency through fraud, misrepresentation or material misstatement may be debarred from Agency contracting for up to five (5) years.
- E. In addition to cancellation or termination as otherwise provided in this Agreement, the Agency may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Grantee.
- F. In the event that the Agency exercises its right to terminate this Agreement, the Grantee shall not be entitled to any additional grant funds under this Agreement and may be required to reimburse the Agency for any expended grant funds.

7. EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Grantee. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:

- (i) the Grantee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Grantee's creditors, or the Grantee has taken advantage of any insolvency statute or debtor/creditor law or if the Grantee's affairs have been put in the hands of a receiver;
 - (ii) the Grantee has failed to obtain the approval of the Agency where required by this Agreement;
 - (iii) the Grantee has failed to provide "adequate assurances" as required under subsection b below;
 - (iv) the Grantee has failed in the representation of any warranties stated herein.
 - (v) the Grantee has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this Agreement.
- B. When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Grantee's ability to perform under this Agreement or any portion thereof, the Agency may request that the Grantee, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Grantee's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Grantee for portions of the Services which the Grantee has not performed. In the event that the Grantee fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

8. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the Agency, the Agency may so notify the Grantee ("Default Notice"), specifying the basis for such default, and advising the Grantee that such default must be cured immediately or this Agreement with the Agency may be terminated. Notwithstanding, the Agency may, in its sole discretion, allow the Grantee to rectify the default to the Agency's reasonable satisfaction within a thirty (30) day period.

The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency's rights hereunder, so long as the Grantee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Agency prescribes. The default notice shall specify the date the Grantee shall discontinue the Services upon the Termination Date.

9. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Grantee shall be liable for all direct damages resulting from the default, including but not limited to:

- A. lost revenues to the extent the Grantee would otherwise be liable under applicable law as adjudicated by a court of competent jurisdiction;
- B. the difference between the cost associated with procuring Services hereunder and the amount actually and reasonably expended by the Agency for re-procurement of Services, including procurement and administrative costs; and
- C. such other direct damages.

The Grantee shall also remain liable for any liabilities and claims related to the Grantee's default. The Agency may also bring any suit or proceeding for specific performance or for an injunction.

10. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. The parties expressly waive any right to trial by jury in any litigation between the Agency and Grantee which arises out of or relates to this Agreement. Venue for any such litigation shall be in Miami-Dade County, Florida.

8. WARRANTIES OF GRANTEE; INDEMNIFICATION

- A. Grantee hereby warrants and represents that at all times during the term of this Agreement that it shall maintain in good standing all required insurance, licenses, certifications, and permits required under federal, state, and local laws necessary to perform the Scope of Services.
- B. Grantee represents and warrants that Grantee is seized in fee simple title to the Premises, free and clear and unencumbered. Grantee further represents and warrants that it has good right, full power and lawful authority to enter into this Agreement.
- C. No waiver of performance by the Agency shall be deemed a breach of contract.
- D. The Agency shall not be liable to any contractor, subcontractor, or vendor, nor shall any contractor, subcontractor, or vendor have any rights under this Agreement.

11. INDEMNIFICATION AND INSURANCE

- A. Grantee shall indemnify, defend, and hold harmless the Agency and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney’s fees and costs of defense, which the Agency or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners principals, or subcontractors. Additionally, Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Agency or its officers, employees, agents, and instrumentalities as herein provided. This provision shall survive the expiration or termination of this Agreement.
- B. The Grantee shall submit to the Agency, c/o Office of Management and Budget, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - (i) All insurance certificates must list the Agency as “Certificate Holder” in the following manner:

N.W. 7th Avenue Corridor Community Redevelopment Agency
c/o Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128
 - (ii) Workers’ Compensation Insurance for all employees of the Grantee as required by Florida Statutes, Chapter 440.
 - (iv) Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

- (v) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000.00* combined single limit per occurrence for bodily injury and property damage.
- (vi) Professional Liability Insurance in the name of the Grantee, in an amount not less than \$250,000.00.
- (vii) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - (1) The company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength by Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

12. NON-DISCRIMINATION

Grantee agrees that it will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, national origin, ancestry, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, or veteran status and that Grantee shall abide by all Federal, State and local laws regarding discrimination.

13. ACCESS AND AUDITS

Grantee shall maintain and shall retain for a period of at least three (3) years after the completion of the performance of all work or services, adequate books, records, and documents to justify all fees, charges, expenses, and costs incurred concerning products, services, or work performed for the Agency pursuant to this Agreement.

The Agency shall have access to all books, records, and documents required by this section for the purpose of inspection or auditing upon reasonable written notice during normal business hours at the office of the Grantee or at such a location mutually agreed upon by the Agency and Grantee.

14. REMEDIES FOR NON-COMPLIANCE OR DEFAULT

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

15. NOTICES

All notices and communications to the Agency and Grantee shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

To Agency: NW 7th Avenue Corridor Community Redevelopment Agency
c/o Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao, OMB, Assistant Director

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

To Grantee: _____

16. PUBLIC RECORDS

- A. Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Grantee" as defined in Section 119.0701(1)(a), the Grantee shall:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the service;
- (ii) Upon request from the Agency’s custodian of public records identified herein, provide the Agency with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
- (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion of the services under this Agreement if the Grantee does not transfer the records to the Agency; and
- (iv) meet all requirements for retaining public records and transfer to the Agency, at no Agency cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee upon termination of this Agreement. Upon termination of this Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

B. For purposes of this Section, the term “public records” shall mean all documents, papers, letters, maps, books, e-mails, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.

C. Grantee’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.

D. In the event the Grantee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the Agency may, at the Agency’s sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE AGENCY’S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao
Email: vivian.cao@miamidade.gov

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

17. OFFICE OF THE INSPECTOR GENERAL/INDEPENDENT PRIVATE INSPECTOR GENERAL

A. Independent Private Sector Inspector General Reviews. Pursuant to Miami-Dade County Administrative Order 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Agency deems it appropriate to do so.

Upon written notice from the Agency, the _____ (Grantee) shall make available to the IPSIG retained by the Agency, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Agency shall be responsible for the payment of these IPSIG services, and under no circumstance shall the _____'s (Grantee) prices and any changes thereto approved by the Agency, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the _____, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Agency to conduct an audit or investigate the operations, activities and performance of the _____ (Grantee) in connection with this Agreement. The terms of this Section 10 shall not impose any liability on the Agency by the _____ (Grantee) or any third party.

B. Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Agency contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the Agency from progress payments to the _____ (Grantee). The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

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

Upon written notice to the _____ (Grantee) from the Inspector General or IPSIG retained by the Inspector General, the _____ (Grantee) shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the _____'s (Grantee) possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

18. REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to the Agency as follows:

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

19. CONFLICT OF INTEREST AND NEPOTISM

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

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

20. E-VERIFY REQUIREMENTS.

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

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

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

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

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

21. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

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

22. HUMAN TRAFFICKING.

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

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

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

23. **ENTIRE AGREEMENT**

- A. This Agreement constitutes the sole and only agreement of the parties hereto, and correctly sets forth the rights, duties and obligations of the parties. There are no collateral or oral agreements or understandings between the Agency and Grantee relating to this Agreement. Any promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner without the written consent of both the Agency and Grantee.
- B. The Executive Director or designee shall act for the Agency in approving any amendments or addenda to this Agreement and in extending or terminating this Agreement.
- C. This Agreement shall be governed by the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.
- D. This Agreement shall not be amended except by written instrument signed by all parties hereto.
- E. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- F. The Miami-Dade County Office of Management and Budget shall serve as the Agency’s contact person under this Agreement unless otherwise directed by the Agency.
- G. If there arises any conflicts of interpretation or conflicts between the Agreement and any attachments or any other documents, the Agreement governs.
- H. This Agreement includes:
 - Attachment A: *NW 7th Avenue Corridor Community Redevelopment Agency Area Improvement & Redevelopment Grant Program Policy and Procedures Manual/Grant Application Packages*
 - Attachment B: *Façade Improvement Program for Commercial and Industrial Buildings Conflict of Interest Disclosure Form*
 - Attachment C: *Façade Program Request for Reimbursement Form*
 - Attachment D: *Property Owners Consent Form*
 - Attachment E: *Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit*
 - Attachment F: *Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit*

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

_____ :

By: _____

Name: _____

Title: _____

Date: ____/____/____

Attest: _____
Authorized person OR Notary Public

Print Name: _____

Title: _____

Date: ____/____/____

Corporate Seal OR Notary Seal/Stamp

**N.W. 7TH AVENUE CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY:**

By: _____

Name: _____

Title: _____

Date: ____/____/____

WITNESS:

By: _____

Name: _____

Date: ____/____/____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

ATTACHMENT A

Area Improvement and Redevelopment Grant Program Policy and Procedures Manual

ATTACHMENT B

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

For the purpose of this Disclosure, "employee" or "employed by" is broadly taken to mean any appointed or elected official of Miami-Dade County (County) or the NW 7th Avenue Corridor Community Redevelopment Agency, any County Department Head, or anyone known to be or suspected to be in a position to influence the outcome of the Application for funding under the Area Improvement & Redevelopment Grant Program. For further information concerning possible conflicts of interest, please refer to Exhibit A attached hereto.

- 1. Are you aware of any business or economic relationship(s) between the NW 7th Avenue Corridor Community Redevelopment Agency (the "CRA") and you and/or a member of your family as defined by the letter or spirit of this disclosure that may represent a conflict of interest? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. Yes No

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

- 2. Are you or a member of your family employed by Miami-Dade County ("County") or the CRA? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. Yes No

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

- 3. Have you or a member of your family been employed by the County or the CRA during the prior three years? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. Yes No

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

TENANT:

BUILDING OWNER:

Name, Typed or Handwritten

Name, Typed or Handwritten

Signature

Signature

_____/_____/_____
Date

_____/_____/_____
Date

ATTACHMENT B

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

Exhibit A

No person under the employ of the CRA, who exercises any function or responsibilities in connection with the Grant Program and any agreements executed in accordance with the Grant Program, shall have during the term of the Grant Program and the term of such agreements, any personal financial interest, direct or indirect, in the Grant Program or such agreements. Further, no officer, director, employee, agent, or other consultant of the CRA or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of the grant.

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

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

The provisions set forth herein are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Grant Program and those provided by statute, the stricter standard shall apply.

In the event Grantee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Grantee shall promptly bring such information to the attention of the CRA's Director or the CRA's designee. Grantee shall thereafter cooperate with the CRA's review and investigation of such information, and comply with the instructions Grantee receives from the CRA's Executive Director or the CRA's designee in regard to remedying the situation.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

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

No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the Grantee, who is in the position of authority, and who exercises any function or responsibilities in connection with this Grant Program, has at the time the Grant Program agreement is entered into, or shall have during the term of the Grant Program, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Grant Program.

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

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

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

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

ATTACHMENT C

Façade Program Request for Reimbursement Form

CIP Payment Request No. _____
Reimbursement/Payment Only

Date: _____

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

Index Code: _____ Total Amount: \$ _____

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

Grantee: _____ Grantee Award: _____
Name

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

Total Amount Due \$0.00

Do not write below this line

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

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

Authorized Signature

Title

Date

Do Not Write in This Space (12)

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

Received For Compliance

Post Audit

OMB Approval _____

ATTACHMENT D

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT E



Contracting With Entities of Foreign Countries of Concern Prohibited Affidavit

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

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

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

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

Title of Bidder's/Proposer's Authorized _____

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

Date: _____

ATTACHMENT F



Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

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

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

[F.S.](#)

Contractor’s Legal Company Name

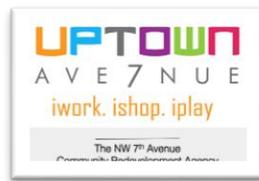
Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor’s Authorized Representative:

Title of Contractor’s Authorized: Representative:

Signature of Contractor’s: Authorized Representative:

Date:



**REVITALIZATION AND REHABILITATION GRANT AGREEMENT
BETWEEN _____ AND THE
N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT
AGENCY**

This **Revitalization and Rehabilitation Grant Agreement** (Agreement) is entered this _____ day of _____, 2025 (“Effective Date”), between the N.W. 7th Avenue Corridor Community Redevelopment Agency (Agency), whose address is 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, and _____ (the “Grantee”), whose business address is _____ (the “Premises”).

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

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

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

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

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

1. TERM OF THE AGREEMENT

The term of the Agreement shall be for a period not to exceed twelve (12) months commencing on the date this Agreement is executed by the Agency’s Executive Director or designee, unless such expiration date is extended at the sole discretion of the Agency’s board of commissioners.

2. SCOPE OF SERVICES

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

Grantee shall rehabilitate the commercial building located at _____ (Premises). Such rehabilitation shall conform to the adopted *N.W. 7th Avenue Corridor Area Improvement and Redevelopment Grant Program Policy and Procedures* and meet all code requirements of Miami-Dade County (County). Grantee shall obtain all required permits prior to commencing the rehabilitation of the Premises.

- B. Upon receipt and review of a proper invoice submitted by Grantee, the Agency shall reimburse Grantee in a timely manner as prescribed herein. In accordance with sections 218.73, 218.74, and 218.76, Florida Statutes, upon receipt of a proper invoice, the Agency shall reimburse Grantee within forty-five (45) calendar days. In accordance with section 2-8.1.4 of the Code of Miami-Dade County, known as the Sherman S. Winn Prompt Payment Ordinance, and Miami-Dade County Administrative Order 3-19, Prompt Payment, upon receipt of a proper invoice, the Agency shall reimburse Grantee within forty-five (45) calendar days; or within thirty (30) calendar days if Grantee is a small business, a minority-owned business, or a women-owned business enterprise. Failure of the Agency to adhere to the prompt payment requirements described herein shall render the Agency subject to paying interest on the amount due to the Grantee. Grantee shall also pay its subcontractor(s) as authorized under this Agreement in a timely manner as indicated in the corresponding subcontract.

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

3. ADMINISTRATIVE CONDITIONS

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

4. BUDGET

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

The funding of this Agreement is subject to approval of the Agency's annual budget by the Agency and the Board of County Commissioners (Board). In the event Grantee incurs expenses prior to approval of the Agency's budget, Grantee acknowledges and accepts that the Agency shall have no obligation under this Agreement to reimburse Grantee for such expenses until such time as the Agency's budget is approved. In the event the Agency's budget is not approved, this Agreement shall be terminated in accordance with Section 6 of this Agreement and the Agency shall have no further obligations to provide grant funding to Grantee.

5. ASSIGNMENT

This grant is awarded on the condition that the Grantee maintains ownership of or continues to operate the Grantee's business for a period of twelve (12) months from the effective date of this Agreement. If the Grantee transfers ownership of the business or discontinues business operations before the expiration of the twelve (12) month period, the total amount awarded under this Agreement may be due and payable to the Agency at its sole and absolute discretion.

This Agreement shall not be assigned in whole or in part by the Grantee without the prior written consent of the Agency, which consent may be withheld with the Agency's sole and absolute discretion. If assigned, the assignment shall be enforced against assignees and successors in interest.

6. TERMINATION

- A. This Agreement may also be terminated by the Agency for convenience or if the grant funds are not available for the reasons stated in Section 4 of this Agreement, upon sixty (60) days written notice by the terminating party to the other party of such termination in which event, Grantee shall be paid for eligible expenses incurred prior to termination date.
- B. The Agency may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
- C. The Agency may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- D. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Agency through fraud, misrepresentation or material misstatement may be debarred from Agency contracting for up to five (5) years.
- E. In addition to cancellation or termination as otherwise provided in this Agreement, the Agency may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Grantee.
- F. In the event that the Agency exercises its right to terminate this Agreement, the Grantee shall not be entitled to any additional grant funds under this Agreement and may be required to reimburse the Agency for any expended grant funds.

7. EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Grantee. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - (i) the Grantee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Grantee's creditors, or the Grantee has taken advantage of any insolvency statute or debtor/creditor law or if the Grantee's affairs have been put in the hands of a receiver;

- (ii) the Grantee has failed to obtain the approval of the Agency where required by this Agreement;
 - (iii) the Grantee has failed to provide "adequate assurances" as required under subsection b below;
 - (iv) the Grantee has failed in the representation of any warranties stated herein.
 - (v) the Grantee has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this Agreement.
- B. When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Grantee's ability to perform under this Agreement or any portion thereof, the Agency may request that the Grantee, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Grantee's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Grantee for portions of the Services which the Grantee has not performed. In the event that the Grantee fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
- i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.
- C. In the event the Agency shall terminate this Agreement for default, the Agency or its designated representatives may immediately take possession of all applicable equipment, materials, products, documentation, reports and data.

8. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the Agency, the Agency may so notify the Grantee ("Default Notice"), specifying the basis for such default, and advising the Grantee that such default must be cured immediately or this Agreement with the Agency may be terminated. Notwithstanding, the Agency may, in its sole discretion, allow the Grantee to rectify the default to the Agency's reasonable satisfaction within a thirty (30) day period.

The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency's rights hereunder, so long as the Grantee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Agency prescribes. The default notice shall specify the date the Grantee shall discontinue the Services upon the Termination Date.

9. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Grantee shall be liable for all direct damages resulting from the default, including but not limited to:

- A. lost revenues to the extent the Grantee would otherwise be liable under applicable law as adjudicated by a court of competent jurisdiction;
- B. the difference between the cost associated with procuring Services hereunder and the amount actually and reasonably expended by the Agency for re-procurement of Services, including procurement and administrative costs; and
- C. such other direct damages.

The Grantee shall also remain liable for any liabilities and claims related to the Grantee's default. The Agency may also bring any suit or proceeding for specific performance or for an injunction.

10. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. The parties expressly waive any right to trial by jury in any litigation between the Agency and Grantee which arises out of or relates to this Agreement. Venue for any such litigation shall be in Miami-Dade County, Florida.

8. WARRANTIES OF GRANTEE; INDEMNIFICATION

- A. Grantee hereby warrants and represents that at all times during the term of this Agreement that it shall maintain in good standing all required insurance, licenses, certifications, and permits required under federal, state, and local laws necessary to perform the Scope of Services.
- B. Grantee represents and warrants that Grantee is seized in fee simple title to the Premises, free and clear and unencumbered. Grantee further represents and warrants that it has good right, full power and lawful authority to enter into this Agreement.
- C. No waiver of performance by the Agency shall be deemed a breach of contract.
- D. The Agency shall not be liable to any contractor, subcontractor, or vendor, nor shall any contractor, subcontractor, or vendor have any rights under this Agreement.

11. INDEMNIFICATION AND INSURANCE

- A. Grantee shall indemnify, defend, and hold harmless the Agency and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's fees and costs of defense, which the Agency or its officers, employees, agents, or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by the Grantee or its employees, agents, servants, partners principals, or subcontractors. Additionally, Grantee shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the Agency, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the Agency or its officers, employees, agents, and instrumentalities as herein provided. This provision shall survive the expiration or termination of this Agreement.
- B. The Grantee shall submit to the Agency, c/o Office of Management and Budget, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:
 - (i) All insurance certificates must list the Agency as "Certificate Holder" in the following manner:

N.W. 7th Avenue Corridor Community Redevelopment Agency
c/o Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128
 - (ii) Workers' Compensation Insurance for all employees of the Grantee as required by Florida Statutes, Chapter 440.
 - (iv) Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

- (v) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000.00* combined single limit per occurrence for bodily injury and property damage.
- (vi) Professional Liability Insurance in the name of the Grantee, in an amount not less than \$250,000.00.
- (vii) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:
 - (1) The company must be rated no less than “A-” as to management, and no less than “Class VII” as to financial strength by Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

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

12. NON-DISCRIMINATION

Grantee agrees that it will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, national origin, ancestry, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, or veteran status and that Grantee shall abide by all Federal, State and local laws regarding discrimination.

13. ACCESS AND AUDITS

Grantee shall maintain and shall retain for a period of at least three (3) years after the completion of the performance of all work or services, adequate books, records, and documents to justify all fees, charges, expenses, and costs incurred concerning products, services, or work performed for the Agency pursuant to this Agreement.

The Agency shall have access to all books, records, and documents required by this section for the purpose of inspection or auditing upon reasonable written notice during normal business hours at the office of the Grantee or at such a location mutually agreed upon by the Agency and Grantee.

14. REMEDIES FOR NON-COMPLIANCE OR DEFAULT

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

15. NOTICES

All notices and communications to the Agency and Grantee shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

To Agency: NW 7th Avenue Corridor Community Redevelopment Agency
c/o Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao, Assistant Director

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

To Grantee: _____

16. PUBLIC RECORDS

- A. Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Grantee" as defined in Section 119.0701(1)(a), the Grantee shall:

- (i) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the service;
 - (ii) Upon request from the Agency’s custodian of public records identified herein, provide the Agency with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
 - (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion of the services under this Agreement if the Grantee does not transfer the records to the Agency; and
 - (iv) meet all requirements for retaining public records and transfer to the Agency, at no Agency cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee upon termination of this Agreement. Upon termination of this Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.
- B. For purposes of this Section, the term “public records” shall mean all documents, papers, letters, maps, books, e-mails, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.
- C. Grantee’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.
- D. In the event the Grantee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the Agency may, at the Agency’s sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE AGENCY’S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao
Email: vivian.cao@miamidade.gov

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

17. OFFICE OF THE INSPECTOR GENERAL/INDEPENDENT PRIVATE INSPECTOR GENERAL

- A. **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Agency deems it appropriate to do so.

Upon written notice from the Agency, the _____ (Grantee) shall make available to the IPSIG retained by the Agency, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Agency shall be responsible for the payment of these IPSIG services, and under no circumstance shall the _____'s (Grantee) prices and any changes thereto approved by the Agency, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the _____, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Agency to conduct an audit or investigate the operations, activities and performance of the _____ (Grantee) in connection with this Agreement. The terms of this Section 10 shall not impose any liability on the Agency by the _____ (Grantee) or any third party.

B. Miami-Dade County Inspector General Review. According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Agency contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the Agency from progress payments to the _____ (Grantee). The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

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

Upon written notice to the _____ (Grantee) from the Inspector General or IPSIG retained by the Inspector General, the _____ (Grantee) shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying.

The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the _____'s (Grantee) possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

18. REPRESENTATIONS AND WARRANTIES

The Grantee represents and warrants to the Agency as follows:

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

19. CONFLICT OF INTEREST AND NEPOTISM

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

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

20. E-VERIFY REQUIREMENTS

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

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

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

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

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

21. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

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

22. HUMAN TRAFFICKING.

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

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

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

23. ENTIRE AGREEMENT

- A. This Agreement constitutes the sole and only agreement of the parties hereto, and correctly sets forth the rights, duties and obligations of the parties. There are no collateral or oral agreements or understandings between the Agency and Grantee relating to this Agreement. Any promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner without the written consent of both the Agency and Grantee.
- B. The Executive Director or designee shall act for the Agency in approving any amendments or addenda to this Agreement and in extending or terminating this Agreement.
- C. This Agreement shall be governed by the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.
- D. This Agreement shall not be amended except by written instrument signed by all parties hereto.
- E. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- F. The Miami-Dade County Office of Management and Budget shall serve as the Agency's contact person under this Agreement unless otherwise directed by the Agency.
- G. If there arises any conflicts of interpretation or conflicts between the Agreement and any attachments or any other documents, the Agreement governs.
- H. This Agreement includes:
 - Attachment A: *NW 7th Avenue Corridor Community Redevelopment Agency Area Improvement & Redevelopment Grant Program Policy and Procedures Manual/Grant Application Packages*
 - Attachment B: *Façade Improvement Program for Commercial and Industrial Buildings Conflict of Interest Disclosure Form*
 - Attachment C: *Façade Program Request for Reimbursement Form*
 - Attachment D: *Property Owners Consent Form*
 - Attachment E: *Contracting with Entities of Foreign Countries of Concern Prohibited Affidavit*
 - Attachment F: *Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit*

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

_____ :

By: _____

Name: _____

Title: _____

Date: ____/____/____

Attest: _____
Authorized person OR Notary Public

Print Name: _____

Title: _____

Date: ____/____/____

Corporate Seal OR Notary Seal/Stamp

**N.W. 7TH AVENUE CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY:**

By: _____

Name: _____

Title: _____

Date: ____/____/____

WITNESS:

By: _____

Name: _____

Date: ____/____/____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

ATTACHMENT A

Area Improvement and Redevelopment Grant Program Policy and Procedures Manual

ATTACHMENT B

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

For the purpose of this Disclosure, "employee" or "employed by" is broadly taken to mean any appointed or elected official of Miami-Dade County (County) or the NW 7th Avenue Corridor Community Redevelopment Agency, any County Department Head, or anyone known to be or suspected to be in a position to influence the outcome of the Application for funding under the Area Improvement & Redevelopment Grant Program. For further information concerning possible conflicts of interest, please refer to Exhibit A attached hereto.

- 1. Are you aware of any business or economic relationship(s) between the NW 7th Avenue Corridor Community Redevelopment Agency (the "CRA") and you and/or a member of your family as defined by the letter or spirit of this disclosure that may represent a conflict of interest? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. Yes No

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

- 2. Are you or a member of your family employed by Miami-Dade County ("County") or the CRA? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. Yes No

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

- 3. Have you or a member of your family been employed by the County or the CRA during the prior three years? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. Yes No

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

TENANT:

BUILDING OWNER:

Name, Typed or Handwritten

Name, Typed or Handwritten

Signature

Signature

_____/_____/_____
Date

_____/_____/_____
Date

ATTACHMENT B

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

Exhibit A

No person under the employ of the CRA, who exercises any function or responsibilities in connection with the Grant Program and any agreements executed in accordance with the Grant Program, shall have during the term of the Grant Program and the term of such agreements, any personal financial interest, direct or indirect, in the Grant Program or such agreements. Further, no officer, director, employee, agent, or other consultant of the CRA or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of the grant.

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

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

The provisions set forth herein are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Grant Program and those provided by statute, the stricter standard shall apply.

In the event Grantee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Grantee shall promptly bring such information to the attention of the CRA's Director or the CRA's designee. Grantee shall thereafter cooperate with the CRA's review and investigation of such information, and comply with the instructions Grantee receives from the CRA's Executive Director or the CRA's designee in regard to remedying the situation.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

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

No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the Grantee, who is in the position of authority, and who exercises any function or responsibilities in connection with this Grant Program, has at the time the Grant Program agreement is entered into, or shall have during the term of the Grant Program, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Grant Program.

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

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

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

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

ATTACHMENT C

Façade Program Request for Reimbursement Form

CIP Payment Request No. _____
Reimbursement/Payment Only

Date: _____

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

Index Code: _____ Total Amount: \$ _____

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

Grantee: _____ Grantee Award: _____
Name

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

Total Amount Due \$0.00

Do not write below this line

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

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

Authorized Signature

Title

Date

Do Not Write in This Space (12)

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

Received For Compliance

Post Audit

OMB Approval _____

ATTACHMENT D

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT E



Contracting With Entities of Foreign Countries of Concern Prohibited Affidavit

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

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

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

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

Title of Bidder's/Proposer's Authorized _____

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

Date: _____

ATTACHMENT F



Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

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

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

[F.S.](#)

Contractor’s Legal Company Name

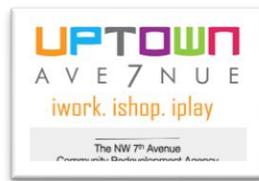
Pursuant to Section [92.525, F.S.](#), under the penalties of perjury, I declare that I have read the foregoing statement and that the facts stated in it are true.

Print Name of Contractor’s Authorized Representative:

Title of Contractor’s Authorized: Representative:

Signature of Contractor’s: Authorized Representative:

Date:



SMALL BUSINESS TECHNOLOGY AND INNOVATION GRANT AGREEMENT

**BETWEEN _____ AND THE
N.W. 7TH AVENUE CORRIDOR COMMUNITY REDEVELOPMENT
AGENCY**

This **Small Business Technology and Innovation Grant Agreement** (Agreement) is entered this _____ day of _____, 2025 (“Effective Date”), between the N.W. 7th Avenue Corridor Community Redevelopment Agency (Agency), whose address is 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, and _____ (the “Grantee”), whose business address is _____ (the “Premises”).

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

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

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

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

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

1. TERM OF THE AGREEMENT

The term of the Agreement shall be for a period not to exceed twelve (12) months commencing on the date this Agreement is executed by the Agency’s Executive Director or designee, unless such expiration date is extended at the sole discretion of the Agency’s board of commissioners.

2. SCOPE OF SERVICES

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

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

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

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

3. ADMINISTRATIVE CONDITIONS

- A. Grantee agrees to the terms and conditions specified in the adopted *N.W. 7th Avenue Corridor Area Improvement and Redevelopment Grant Program Policy and Procedures* and said document is incorporated into this Agreement by reference as Attachment A.
- B. Grantee agrees to the budget detailed in the written estimate from _____ for _____ and dated _____.

4. BUDGET

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

The funding of this Agreement is subject to approval of the annual budget by the Agency and the Board of County Commissioners (Board). In the event Grantee incurs expenses prior to approval of the Agency’s budget, Grantee acknowledges and accepts that the Agency shall have no obligation under this Agreement to reimburse Grantee for such expenses until such time as the Agency’s budget is approved. In the event the Agency’s budget is not approved, this Agreement shall be terminated in accordance with Section 6 of this Agreement and the Agency shall have no further obligations to provide grant funding to Grantee.

5. ASSIGNMENT

This grant is awarded on the condition that the Grantee maintains ownership of or continues to operate the Grantee’s business for a period of twelve (12) months from the effective date of this Agreement. If the Grantee transfers ownership of the business or discontinues business operations before the expiration of the twelve (12) month period, the total amount awarded under this Agreement may be due and payable to the Agency at its sole and absolute discretion.

This Agreement shall not be assigned in whole or in part by the Grantee without the prior written consent of the Agency, which consent may be withheld with the Agency’s sole and absolute discretion. If assigned, the assignment shall be enforced against assignees and successors in interest.

6. TERMINATION

- A. This Agreement may also be terminated by the Agency for convenience or if the grant funds are not available for the reasons stated in Section 4 of this Agreement, upon sixty (60) days written notice by the terminating party to the other party of such termination in which event, Grantee shall be paid for eligible expenses incurred prior to termination date.
- B. The Agency may terminate this Agreement if an individual or corporation or other entity attempts to meet its contractual obligation with the Agency through fraud, misrepresentation or material misstatement.
- C. The Agency may, as a further sanction, terminate or cancel any other contract(s) that such individual or corporation or other entity has with the Agency and that such individual, corporation or other entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees.
- D. The foregoing notwithstanding, any individual, corporation or other entity which attempts to meet its contractual obligations with the Agency through fraud, misrepresentation or material misstatement may be debarred from Agency contracting for up to five (5) years.
- E. In addition to cancellation or termination as otherwise provided in this Agreement, the Agency may at any time, in its sole discretion, with or without cause, terminate this Agreement by written notice to the Grantee.
- F. In the event that the Agency exercises its right to terminate this Agreement, the Grantee shall not be entitled to any additional grant funds under this Agreement and may be required to reimburse the Agency for any expended grant funds.

7. EVENT OF DEFAULT

- A. An Event of Default shall mean a breach of this Agreement by the Grantee. Without limiting the generality of the foregoing, and in addition to those instances referred to herein as a breach, an Event of Default shall include the following:
 - (i) the Grantee has become insolvent (other than as interdicted by the bankruptcy laws), or has assigned the proceeds received for the benefit of the Grantee's creditors, or the Grantee has taken advantage of any insolvency statute or debtor/creditor law or if the Grantee's affairs have been put in the hands of a receiver;
 - (ii) the Grantee has failed to obtain the approval of the Agency where required by this Agreement;
 - (iii) the Grantee has failed to provide "adequate assurances" as required under subsection b below;
 - (iv) the Grantee has failed in the representation of any warranties stated herein.
 - (v) the Grantee has failed to comply with the public records disclosure requirements set forth in Section 119.0701, Florida Statutes, and this Agreement.
- B. When, in the opinion of the Agency, reasonable grounds for uncertainty exist with respect to the Grantee's ability to perform under this Agreement or any portion thereof, the Agency may request that the Grantee, within the timeframe set forth in the Agency's request, provide adequate assurances to the Agency, in writing, of the Grantee's ability to perform in accordance with the terms of this Agreement. Until the Agency receives such assurances, the Agency may request an adjustment to the compensation received by the Grantee for portions of the Services which the Grantee has not performed. In the event that the Grantee fails to provide to the Agency the requested assurances within the prescribed timeframe, the Agency may:
 - i. treat such failure as a repudiation of this Agreement; and
 - ii. resort to any remedy for breach provided herein or at law, including but not limited to, taking over the performance of the Services or any part thereof either by itself or through others.

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

8. NOTICE OF DEFAULT - OPPORTUNITY TO CURE

If an Event of Default occurs in the determination of the Agency, the Agency may so notify the Grantee ("Default Notice"), specifying the basis for such default, and advising the Grantee that such default must be cured immediately or this Agreement with the Agency may be terminated. Notwithstanding, the Agency may, in its sole discretion, allow the Grantee to rectify the default to the Agency's reasonable satisfaction within a thirty (30) day period.

The Agency may grant an additional period of such duration as the Agency shall deem appropriate without waiver of any of the Agency's rights hereunder, so long as the Grantee has commenced curing such default and is effectuating a cure with diligence and continuity during such thirty (30) day period or any other period which the Agency prescribes. The default notice shall specify the date the Grantee shall discontinue the Services upon the Termination Date.

9. REMEDIES IN THE EVENT OF DEFAULT

If an Event of Default occurs, the Grantee shall be liable for all direct damages resulting from the default, including but not limited to:

- A. lost revenues to the extent the Grantee would otherwise be liable under applicable law as adjudicated by a court of competent jurisdiction;
- B. the difference between the cost associated with procuring Services hereunder and the amount actually and reasonably expended by the Agency for re-procurement of Services, including procurement and administrative costs; and
- C. such other direct damages.

The Grantee shall also remain liable for any liabilities and claims related to the Grantee's default. The Agency may also bring any suit or proceeding for specific performance or for an injunction.

10. GOVERNING LAW

This Agreement shall be construed in accordance with the laws of the State of Florida. The parties expressly waive any right to trial by jury in any litigation between the Agency and Grantee which arises out of or relates to this Agreement. Venue for any such litigation shall be in Miami-Dade County, Florida.

8. WARRANTIES OF GRANTEE; INDEMNIFICATION

- A. Grantee hereby warrants and represents that at all times during the term of this Agreement that it shall maintain in good standing all required insurance, licenses, certifications, and permits required under federal, state, and local laws necessary to perform the Scope of Services.
- B. Grantee represents and warrants that Grantee is seized in fee simple title to the Premises, free and clear and unencumbered. Grantee further represents and warrants that it has good right, full power and lawful authority to enter into this Agreement.
- C. No waiver of performance by the Agency shall be deemed a breach of contract.
- D. The Agency shall not be liable to any contractor, subcontractor, or vendor, nor shall any contractor, subcontractor, or vendor have any rights under this Agreement.

11. INDEMNIFICATION AND INSURANCE

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

B. The Grantee shall submit to the Agency, c/o Office of Management and Budget, 111 N.W. 1st Street, 22nd Floor, Miami, Florida 33128, original Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

(i) All insurance certificates must list the Agency as "Certificate Holder" in the following manner:

N.W. 7th Avenue Corridor Community Redevelopment Agency
c/o Miami-Dade County
111 N.W. 1st Street, Suite 2340
Miami, Florida 33128

(ii) Workers' Compensation Insurance for all employees of the Grantee as required by Florida Statutes, Chapter 440.

(iv) Commercial General Liability Insurance in an amount not less than \$300,000 per occurrence, and \$600,000 in the aggregate. Miami-Dade County must be shown as an additional insured with respect to this coverage.

(v) Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000.00* combined single limit per occurrence for bodily injury and property damage.

(vi) Professional Liability Insurance in the name of the Grantee, in an amount not less than \$250,000.00.

(vii) All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

(1) The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

OR

(2) The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida," issued by the State of Florida Department of Financial Services.

(viii) Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligations under this Section or under any other section of this Agreement.

- (ix) The Agency reserves the right to inspect the Grantee’s original insurance policies at any time during the term of this Agreement.
- (x) Failure to Provide and Maintain Certificates of Insurance. The Grantee shall be responsible for assuring that the insurance certificates and proof of medical malpractice coverage, where applicable, that are required in conjunction with this Section remain in force for the duration of the effective term of this Agreement. If insurance certificates and proof of medical malpractice coverage, where applicable, are scheduled to expire or have been canceled during the effective term, the Grantee shall be responsible for submitting new or renewed insurance certificates and proof of medical malpractice coverage, where applicable, to the Agency prior to expiration.
- (xi) In the event that expired or canceled certificates and proof of medical malpractice coverage, where applicable, are not replaced with new or renewed certificates which cover the effective term, the Agency may suspend the Agreement or withhold reimbursement until such time as the new or renewed certificates are received by the Agency in the manner prescribed herein, and are approved by the Miami-Dade County’s Internal Services Department, Risk Management Division on behalf of the Agency; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the Agency may, at its sole discretion, seek appropriate remedies including, but not limited to, repayment to the Agency or termination of this Agreement.

12. NON-DISCRIMINATION

Grantee agrees that it will not discriminate against any of his employees or applicants for employment because of their race, color, religion, sex, national origin, ancestry, pregnancy, age, disability, marital status, familial status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, or veteran status and that Grantee shall abide by all Federal, State and local laws regarding discrimination.

13. ACCESS AND AUDITS

Grantee shall maintain and shall retain for a period of at least three (3) years after the completion of the performance of all work or services, adequate books, records, and documents to justify all fees, charges, expenses, and costs incurred concerning products, services, or work performed for the Agency pursuant to this Agreement. The Agency shall have access to all books, records, and documents required by this section for the purpose of inspection or auditing upon reasonable written notice during normal business hours at the office of the Grantee or at such a location mutually agreed upon by the Agency and Grantee.

14. REMEDIES FOR NON-COMPLIANCE OR DEFAULT

- A. Grantee shall maintain any Agency-funded improvements completed as part of this Agreement for a minimum period of five (5) years, following the final inspection by the County. The improvements will remain serviceable and shall retain their character based on the final design.
- B. Grantee's failure to maintain the improvements in a manner acceptable to the Agency may be considered a material breach of the terms of the Agreement if Grantee:
 - i. Allows additional signage on the face of the buildings or entrances;
 - ii. fails to repair damaged improvements within one-hundred and eighty (180) days of notice;
 - iii. rents or leases to tenants who violate County Codes on an on-going basis;
 - iv. fails to undertake reasonable maintenance, such that the improvements have become deteriorated in appearance; and/or
 - v. substantially changes the commercial improvements, such that they no longer resemble the approved design.

- C. If Grantee fails to perform any of his obligations or materially breaches the terms of this Agreement, the Agency may impose fines and penalties, withhold eligibility for further benefits, recover payments made to Grantee, and/or take such other remedies that may be legally permitted.

15. NOTICES

All notices and communications to the Agency and Grantee shall be in writing and shall be deemed to have been properly given if transmitted by registered or certified mail or hand delivery. All notices and communications shall be effective upon receipt. Notices shall be addressed as follows:

To Agency: NW 7th Avenue Corridor Community Redevelopment Agency
c/o Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao, OMB Assistant Director

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

To Grantee: _____

16. PUBLIC RECORDS

- A. Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of “Grantee” as defined in Section 119.0701(1)(a), the Grantee shall:
- (i) Keep and maintain public records that ordinarily and necessarily would be required by the Agency in order to perform the service;
 - (ii) Upon request from the Agency’s custodian of public records identified herein, provide the Agency with a copy of the requested records or allow the public with access to the public records on the same terms and conditions that the Agency would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;
 - (iii) ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement’s term and following completion of the services under this Agreement if the Grantee does not transfer the records to the Agency; and
 - (iv) meet all requirements for retaining public records and transfer to the Agency, at no Agency cost, all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee upon termination of this Agreement. Upon termination of this Agreement, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. All records stored electronically must be provided to the Agency in a format that is compatible with the information technology systems of the Agency.

- B. For purposes of this Section, the term “public records” shall mean all documents, papers, letters, maps, books, e-mails, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the Agency.
- C. Grantee’s failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement.
- D. In the event the Grantee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the Agency may, at the Agency’s sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, PLEASE CONTACT THE AGENCY’S CUSTODIAN OF PUBLIC RECORDS AT:

Miami-Dade County
Office of Management and Budget
111 N.W. 1st Street, 22nd Floor
Miami, Florida 33128
Attention: Vivian Cao
Email: vivian.cao@miamidade.gov

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

17. OFFICE OF THE INSPECTOR GENERAL/INDEPENDENT PRIVATE INSPECTOR GENERAL

- A. **Independent Private Sector Inspector General Reviews.** Pursuant to Miami-Dade County Administrative Order 3-20, the Agency has the right to retain the services of an Independent Private Sector Inspector General (hereinafter "IPSIG"), whenever the Agency deems it appropriate to do so. Upon written notice from the Agency, the _____ (Grantee) shall make available to the IPSIG retained by the Agency, all requested records and documentation pertaining to this Agreement for inspection and reproduction. The Agency shall be responsible for the payment of these IPSIG services, and under no circumstance shall the _____’s (Grantee) prices and any changes thereto approved by the Agency, be inclusive of any charges relating to these IPSIG services. The terms of this provision herein, apply to the _____, its officers, agents, employees, Subcontractors and assignees. Nothing contained in this provision shall impair any independent right of the Agency to conduct an audit or investigate the operations, activities and performance of the _____ (Grantee) in connection with this Agreement. The terms of this Section 10 shall not impose any liability on the Agency by the _____ (Grantee) or any third party.
- B. **Miami-Dade County Inspector General Review.** According to Section 2-1076 of the Code of Miami-Dade County, as amended by Ordinance No. 99-63, Miami-Dade County has established the Office of the Inspector General which may, on a random basis, perform audits on all Agency contracts, throughout the duration of said contracts, except as otherwise provided below. The cost of the audit for this Contract shall be one quarter (1/4) of one (1) percent of the total contract amount which cost shall be included in the total contract amount. The audit cost will be deducted by the Agency from progress payments to the _____ (Grantee). The audit cost shall also be included in all change orders and all contract renewals and extensions.

Exception: The above application of one quarter (1/4) of one percent fee assessment shall not apply to the following contracts: (a) IPSIG contracts; (b) contracts for legal services; (c) contracts for financial advisory services; (d) auditing contracts; (e) facility rentals and lease agreements; (f) concessions and other rental agreements; (g) insurance contracts; (h) revenue-generating contracts; (I) contracts where an IPSIG is assigned at the time the contract is approved by the Commission; (j) professional service agreements under \$1,000; (k) management agreements; (l) small purchase orders as defined in Miami-Dade County Administrative Order 3-2; (m) federal, state and local government-funded grants; and (n) interlocal agreements.

Notwithstanding the foregoing, the Miami-Dade County Board of County Commissioners may authorize the inclusion of the fee assessment of one quarter (1/4) of one percent in any exempted contract at the time of award.

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

Upon written notice to the _____ (Grantee) from the Inspector General or IPSIG retained by the Inspector General, the _____ (Grantee) shall make all requested records and documents available to the Inspector General or IPSIG for inspection and copying. The Inspector General and IPSIG shall have the right to inspect and copy all documents and records in the _____'s (Grantee) possession, custody or control which, in the Inspector General's or IPSIG's sole judgment, pertain to performance of the contract, including, but not limited to original estimate files, change order estimate files, worksheets, proposals and agreements form and which successful and unsuccessful Subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, proposal and contract documents, back-charge documents, all documents and records which involve cash, trade or volume discounts, insurance proceeds, rebates, or dividends received, payroll and personnel records, and supporting documentation for the aforesaid documents and records.

18. **REPRESENTATIONS AND WARRANTIES**

The Grantee represents and warrants to the Agency as follows:

- A. **Organization.** The Grantee is a corporation under the laws of the State of Florida or is authorized to transact business in the State of Florida and has the power to carry out its business as it is now being conducted and to own, hold, or operate its properties, if applicable, and assets. The Grantee is aware of and is in compliance with all material applicable State and Federal laws.

- B. **Legal Authority.** The execution and delivery of this Agreement have been duly authorized by the officers of the Grantee. The execution of this Agreement and the performance of the terms and conditions of this Agreement shall not conflict with or result in the breach of any of the terms, conditions or provisions of, or constitute a default under (i) any articles of incorporation or bylaws, or (ii) any other agreement, instrument, judgment, obligation, order, or decree of the Grantee or any of its officers.
- C. **Solicitation of this Agreement.** The Grantee has not employed or retained any company or person other than an employee working solely for it, to solicit or secure this Agreement; nor has the Grantee paid, or agreed to pay any company or other person any fee, commission, gift, or other consideration contingent upon the making of this Agreement.

19. CONFLICT OF INTEREST AND NEPOTISM

- A. No person under the employ of the Agency, who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, any personal financial interest, direct or indirect, in this Agreement. Further, no officer, director, employee, agent, or other consultant of the Agency or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of this Agreement.
- B. **Nepotism.** Notwithstanding the aforementioned provision, no relative of any officer, board of director, manager, or supervisor employed by Grantee shall be employed by the Grantee unless the employment preceded the execution of this Agreement by one (1) year. No family member of any employee may be employed by the Grantee if the family member is to be employed in a direct supervisory or administrative relationship either supervisory or subordinate to the employee. The assignment of family members in the same organizational unit shall be discouraged. A conflict of interest in employment arises whenever an individual would otherwise have the responsibility to make, or participate actively in making decisions or recommendations relating to the employment status of another individual if the two individuals (herein sometimes called "related individuals") have one of the following relationships:
 - (i) By blood or adoption: Parent, child, sibling, first cousin, uncle, aunt, nephew, or niece;
 - (ii) By marriage: Current or former spouse, brother- or sister-in-law, father- or mother-in-law, son- or daughter-in-law, step-parent, or step-child; or
 - (iii) Other relationship: A current or former relationship, occurring outside the work setting that would make it difficult for the individual with the responsibility to make a decision or recommendation to be objective, or that would create the appearance that such individual could not be objective. Examples include, but are not limited to, personal relationships and significant business relationships.
 - (iv) The provisions of this Article are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Agreement and those provided by statute, the stricter standard shall apply.
 - (v) In the event Grantee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Grantee shall promptly bring such information to the attention of the Agency's Program Director. Grantee shall thereafter cooperate with the Agency's review and investigation of such information and comply with the instructions Grantee receives from the Agency's Program Director in regard to remedying the situation.
 - (vi) For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

- (vii) An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.
 - (viii) This section applies to both full-time and part-time employees and voting members of the Grantee's Board of Directors or Trustees.
- (C) No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the Grantee, who is in the position of authority, and who exercises any function or responsibilities in connection with this Agreement, has at the time this Agreement is entered into, or shall have during the term of this Agreement, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Agreement. Notwithstanding the before mentioned provision, any officer, board of directors, manager or supervisor employed by the Grantee, who is eligible to receive any of the services described herein may utilize such services if he or she can demonstrate that he or she does not have direct supervisory responsibility over the Grantee's employee(s) or service program.
- (D) Grantee and Agency staff will also adhere to Miami-Dade County Administrative Order 1-3, Gifts to the County, and section 2-11.1 of the Code of Miami-Dade County Code, the Conflict of Interest and Code of Ethics Ordinance, in order to avoid a conflict of interest or the slightest perception of a conflict, and to demonstrate a commitment to fairness, integrity, and impartiality. For purposes of this policy, gifts shall mean any item of value, financial or otherwise, including food, beverage, vendor sponsored meals, money, service, loan, travel, entertainment, hospitality, tickets for events, or promise of future employment or benefits.

20. E-VERIFY REQUIREMENTS.

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

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

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

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

21. CONTRACTING WITH ENTITIES OF FOREIGN COUNTRIES OF CONCERN.

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

22. HUMAN TRAFFICKING.

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

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

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

23. ENTIRE AGREEMENT

- A. This Agreement constitutes the sole and only agreement of the parties hereto, and correctly sets forth the rights, duties and obligations of the parties. There are no collateral or oral agreements or understandings between the Agency and Grantee relating to this Agreement. Any promises, negotiations or representations not expressly set forth in this Agreement are of no force or effect. This Agreement shall not be modified in any manner without the written consent of both the Agency and Grantee.
- B. The Executive Director or designee shall act for the Agency in approving any amendments or addenda to this Agreement and in extending or terminating this Agreement.

- C. This Agreement shall be governed by the laws of the State of Florida. Any dispute arising under, in connection with or related to this Agreement or related to any matter which is the subject of this Agreement shall be subject to the exclusive jurisdiction of the state and/or federal courts located in Miami-Dade County, Florida.
- D. This Agreement shall not be amended except by written instrument signed by all parties hereto.
- E. If any provision of this Agreement shall be invalid or unenforceable to any extent, then the other provisions of this Agreement, shall not be affected thereby and shall be enforced to the greatest extent permitted by law.
- F. The Miami-Dade County Office of Management and Budget shall serve as the Agency's contact person under this Agreement unless otherwise directed by the Agency.
- G. If there arises any conflicts of interpretation or conflicts between the Agreement and any attachments or any other documents, the Agreement governs.
- H. This Agreement includes:

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

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

Attachment C: *Façade Program Request for Reimbursement Form*

Attachment D: *Property Owners Consent Form*

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

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

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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

By: _____
Name: _____
Title: _____
Date: ____/____/____

Attest: _____
Authorized person OR Notary Public
Print Name: _____
Title: _____
Date: ____/____/____

Corporate Seal OR Notary Seal/Stamp

**N.W. 7TH AVENUE CORRIDOR
COMMUNITY REDEVELOPMENT
AGENCY:**

By: _____
Name: _____
Title: _____
Date: ____/____/____

WITNESS:

By: _____
Name: _____
Date: ____/____/____

Approved for form and legal sufficiency:

Terrence A. Smith
Assistant County Attorney

ATTACHMENT A

Area Improvement and Redevelopment Grant Program Policy and Procedures Manual

ATTACHMENT B

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

For the purpose of this Disclosure, "employee" or "employed by" is broadly taken to mean any appointed or elected official of Miami-Dade County (County) or the NW 7th Avenue Corridor Community Redevelopment Agency, any County Department Head, or anyone known to be or suspected to be in a position to influence the outcome of the Application for funding under the Area Improvement & Redevelopment Grant Program. For further information concerning possible conflicts of interest, please refer to Exhibit A attached hereto.

- 1. Are you aware of any business or economic relationship(s) between the NW 7th Avenue Corridor Community Redevelopment Agency (the "CRA") and you and/or a member of your family as defined by the letter or spirit of this disclosure that may represent a conflict of interest? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. Yes No

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

- 2. Are you or a member of your family employed by Miami-Dade County ("County") or the CRA? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. Yes No

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

- 3. Have you or a member of your family been employed by the County or the CRA during the prior three years? Family should be defined broadly to include blood relatives, in-laws, or family by adoption. Yes No

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

TENANT:

BUILDING OWNER:

Name, Typed or Handwritten

Name, Typed or Handwritten

Signature

Signature

_____/_____/_____
Date

_____/_____/_____
Date

ATTACHMENT B

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

Exhibit A

No person under the employ of the CRA, who exercises any function or responsibilities in connection with the Grant Program and any agreements executed in accordance with the Grant Program, shall have during the term of the Grant Program and the term of such agreements, any personal financial interest, direct or indirect, in the Grant Program or such agreements. Further, no officer, director, employee, agent, or other consultant of the CRA or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the award of the grant.

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

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

The provisions set forth herein are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under this Grant Program and those provided by statute, the stricter standard shall apply.

In the event Grantee has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Grantee shall promptly bring such information to the attention of the CRA's Director or the CRA's designee. Grantee shall thereafter cooperate with the CRA's review and investigation of such information, and comply with the instructions Grantee receives from the CRA's Executive Director or the CRA's designee in regard to remedying the situation.

For purposes of this section, decisions or recommendations related to employment status include decisions related to hiring, salary, working conditions, working responsibilities, evaluation, promotion, and termination.

An individual, however, is not deemed to make or actively participate in making decisions or recommendations if that individual's participation is limited to routine approvals and the individual plays no role involving the exercise of any discretion in the decision-making processes. If any question arises whether an individual's participation is greater than is permitted by this paragraph, the matter shall be immediately referred to the Miami-Dade County Commission on Ethics and Public Trust.

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

No person, including, but not limited to, any officer, board of directors, manager, or supervisor employed by the Grantee, who is in the position of authority, and who exercises any function or responsibilities in connection with this Grant Program, has at the time the Grant Program agreement is entered into, or shall have during the term of the Grant Program, received any of the services, or direct or instruct any employee under their supervision to provide such services as described in the Grant Program.

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

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

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

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

ATTACHMENT C

Façade Program Request for Reimbursement Form

CIP Payment Request No. _____
Reimbursement/Payment Only

Date: _____

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

Index Code: _____ Total Amount: \$ _____

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

Grantee: _____ Grantee Award: _____
Name

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

Total Amount Due \$0.00

Do not write below this line

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

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

Authorized Signature

Title

Date

Do Not Write in This Space (12)

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

Received For Compliance

Post Audit

OMB Approval _____

ATTACHMENT D

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

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

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

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

[SIGNATURE PAGE FOLLOWS]

ATTACHMENT E



Contracting With Entities of Foreign Countries of Concern Prohibited Affidavit

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

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

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

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

Title of Bidder's/Proposer's Authorized _____

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

Date: _____

ATTACHMENT F



Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit

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

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

[F.S.](#)

Contractor’s Legal Company Name

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

Print Name of Contractor’s Authorized Representative:

Title of Contractor’s Authorized: Representative:

Signature of Contractor’s: Authorized Representative:

Date: