

CRA-2. A RESOLUTION OF THE CHAIRPERSON AND BOARD OF DIRECTORS OF THE NORTH BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH NORMANDY ISLES INVESTMENT LLC., FOR PARTICIPATION IN THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM (THE "PROGRAM"), IN AN AMOUNT NOT TO EXCEED \$20,000.



COMMISSION MEMORANDUM

TO:	Honorable Mayor and Members of the City Commission
FROM:	Rickelle Williams, Interim Executive Director
DATE:	June 26, 2024
TITLE:	A RESOLUTION OF THE CHAIRPERSON AND BOARD OF DIRECTORS OF THE NORTH BEACH COMMUNITY REDEVELOPMENT AGENCY, APPROVING AND AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE AN AGREEMENT WITH NORMANDY ISLES INVESTMENT LLC., FOR PARTICIPATION IN THE COMMERCIAL FAÇADE IMPROVEMENT PROGRAM (THE “PROGRAM”), IN AN AMOUNT NOT TO EXCEED \$20,000.

RECOMMENDATION

The Administration recommends that the Chair and Board of Directors of the North Beach Community Redevelopment Agency (“NBCRA”) adopt the resolution and authorize the Executive Director to execute an agreement with Normandy Isle Investments, LLC, for participation in the Commercial Façade Improvement Program (the “Program”).

BACKGROUND/HISTORY

The NBCRA Redevelopment Plan (“Redevelopment Plan”), adopted by NBCRA Resolution No. 003-2021 and City Commission Resolution No. 2021-31709, heavily promotes funding improvements and beautification projects in the public realm, because an attractive streetscape contributes to a walkable community, improves resident and visitor quality of life, and benefits businesses by increasing foot traffic.

To maximize the impact of CRA dollars, the Redevelopment Plan’s Business Attraction & Retention strategy encourages the use of incentive-based programs to inspire property owners to reinvest in their buildings. For example, the Redevelopment Plan cites façade improvement programs as a resiliency tool to assist property owners address deterioration from age and weather.

The Normandy Fountain/Rue Vendome Plaza, remodeled with a recent city streetscape improvement project, serves as the community and commercial center on Normandy Isle. Currently, the aging commercial storefronts occupied by businesses within the vicinity of the plaza are not representative of the Redevelopment Plan’s vision for a vibrant, pedestrian-oriented shopping district.

On April 12, 2022, the Ad Hoc North Beach CRA Advisory Committee unanimously passed a motion to recommend the City explore an architectural design or façade improvement program for the Normandy Fountain / Place Vendome business district, as reported in Letter to Commission (LTC) 175-2022 dated May 3, 2022.

On December 14, 2022, at the request of the City Administration, the City Commission referred to the Finance and Economic Resiliency Committee a discussion of the Program.

On May 24, 2023, the Finance and Economic Resiliency Committee recommended approval of the Program.

On June 28, 2023, via NBCRA Resolution No. 009-2023, the North Beach CRA Board of Directors approved the Program, to enhance and improve the existing building stock in the vicinity of Normandy Fountain/Rue Vendome Plaza, by helping subsidize private property beautification, maintenance, and resiliency upgrades for commercial properties.

On May 15, 2024, via NBCRA Resolution No. 016-2024, the North Beach CRA Board of Directors amended the North Beach CRA Commercial Façade Improvement Program to include Collins Avenue within the Program boundary.

ANALYSIS

Façade improvement is a relatively short-term mechanism to upgrade the visual appeal of the commercial district. This potential “quick win” provides a sizable return on investment as it builds public confidence and creates a place where people want to live, work, and play. The value of such an impactful investment is not overlooked. Improvements to commercial and residential façades foster a safe, stable, and thriving community.

The purpose of the Program is to substantially improve the visible appearance of commercial properties and the adjacent streetscape; enhance the functionality and sustainability of businesses within a main commercial area; and focus upon cultivating an improved visual experience and sense of place through enhancements.

Program Guidelines were approved by the NBCRA Board of Directors via NBCRA Resolution No. 009-2023. applications may be submitted via [MBbiz.GoSmart.org](https://www.mbbiz.org) with additional information at www.miamibeachfl.gov/northbeachcra.

FY 2024 Program Funding

Pursuant to NBCRA Resolution No.012-2023 and Commission Resolution No. 2023-32783, as amended by NBCRA Resolution No. 014-2023 and Commission Resolution No. 2023-32839, The Fiscal Year (FY) 2024 allocation for the Program was \$170,000, with an additional \$350,000 carried over from the previous year, totaling approximately \$520,000.

Grant Award

The Program is structured as a reimbursable matching grant incentive, available only to commercial properties in the Program area (with geographic expansion of the Program contemplated for a later date). Following the application and approval process, eligible property owners/businesses are reimbursed up to 70% of project costs, up to an amount not to exceed \$20,000, for eligible improvements made to the street-facing exterior of properties.

Eligible Improvement Types

Exterior improvements must be completed within 12 months of award, subject to administrative extensions, and must comply with Miami Beach City Code and Florida Building Code standards. Eligible expenses include hard and soft costs, except the in-kind cost of the applicant's own time and labor. Eligible improvements include: restoration of original and/or historic construction materials; façade and masonry renovation or repair; stucco restoration; painting ; windows (impact-rated), framing, glass, and/or doors; awnings ; exterior lighting; signage; parking and driveway installation, repair, or enhancements; accessibility upgrades; soft costs such as design fees, contracting services, building permits and surveys.

Application Requirements

- Submission of a completed application form;
- Color photographs of current façade from sidewalk or street;
- Conceptual design and specific scope of work;
- Proof of fire and extended insurance for property;
- Proof of insurance and necessary business licenses for selected contractor;

- Itemized project cost estimate;
- Documentation of property owner's consent for tenant improvements;
- Documentation that the subject property is current on City and County taxes and fees; and
- Documentation that the business has an active and valid City Business Tax Receipt (BTR).

North Beach CRA Board Evaluation Criteria

- Businesses and properties owned by Miami Beach residents;
- Businesses and properties owned by veterans;
- Projects that support small business retention and expansion in the North Beach CRA;
- For vacant commercial properties, identification of an end use (office, retail, etc.) and tenants secured (at a minimum, a letter of intent);
- Projects that align with the design standards established for the neighborhood and, when applicable, which may include historic preservation;
- Projects with improvements of high-quality design and/or value based on recognized professional standards or best practices;
- Projects that incorporate Crime Prevention Through Environmental Design (CPTED);
- Projects with heightened vehicular and pedestrian visibility; and
- Projects that have a clear construction timeline and can be completed within six (6) to 12 months.

APPLICANT: NORMANDY ISLE INVESTMENTS, LLC

Applicant Normandy Isle Investments, LLC is located at 1203 71st Street. The property is owned by Daniel & Laura Veitia in Miami Beach. They also own Urban Resource, which has been located in the Normandy Fountain Business District since 2008. In addition to their professional services, they are sponsors of the Miami Beach Bandshell and founding members of the Normandy Fountain Business Association. The Applicant has provided contractor work estimates for the proposed services. Exhibit A (Program Application)

The proposed agreement will provide for a project currently anticipated to cost approximately \$25,598.07. Per Program Guidelines, the NBCRA is responsible for reimbursement of \$19,198.55 (70%) and the applicant will be responsible for the remaining \$6,399.52 (30%).

Proposed Scope of Work

- New installation of a 50' awning at the front of the business and at the business exterior.
- Replacement of under-awning lighting fixtures.
- Pressure cleaning of the storefront and sidewalk and a fresh coat of paint to the facade exterior.
- Installation of store front impact glass and door.

On May 14, 2024 the NBCRA Advisory Committee reviewed and discussed the application materials, and voted to recommend the approval of the application.

FISCAL IMPACT STATEMENT

Pursuant to the NBCRA Commercial Façade Program Guidelines, the NBCRA Board of Directors may authorize an award of up to \$20,000 per applicant. The total cost of the current Applicant's proposed façade improvement project is \$25,598.07, of which the NBCRA will fund \$19,198.55, and the applicant will pay \$6,399.52 to complete the project. The NBCRA grant funds will be disbursed, on a reimbursement basis, upon receipt of applicant expenses at the completion of project.

Does this Ordinance require a Business Impact Estimate? (FOR ORDINANCES ONLY)

The Business Impact Estimate (BIE) was published on . See BIE at:
<https://www.miamibeachfl.gov/city-hall/city-clerk/meeting-notices/>

FINANCIAL INFORMATION

CONCLUSION

The Administration finds that supporting the Applicant's façade restoration will add value to surrounding properties and enhance the neighborhood character within the Redevelopment Area. Revitalization of Normandy Fountain area will be achieved with incremental progress and strategic initiatives such as the Program help fulfill Redevelopment Plan objectives of creating economic development opportunities for businesses and property owners.

Accordingly, the Administration recommends that the Chairperson and Members of the Board of Directors of the North Beach CRA adopt the resolution and authorize the Executive Director to execute an agreement with Normandy Isle Investments, LLC, for participation in the Commercial Façade Improvement Program.

Applicable Area

North Beach

Is this a "Residents Right to Know" item, pursuant to City Code Section 2-17?

No

Is this item related to a G.O. Bond Project?

No

Was this Agenda Item initially requested by a lobbyist which, as defined in Code Sec. 2-481, includes a principal engaged in lobbying? No

If so, specify the name of lobbyist(s) and principal(s):

Department

Economic Development

Sponsor(s)

Co-sponsor(s)

North Beach Community Redevelopment Agency
AGREEMENT
COMMERCIAL FAÇADE IMPROVEMENT PROGRAM

This Agreement ("Agreement") for the North Beach Community Redevelopment Agency Commercial Façade Improvement Program ("Program") is entered into this ____ day of _____, 20____, by and between the North Beach Community Redevelopment Agency existing under the laws of the State of Florida, having its principal offices at 962 Normandy Drive, Miami Beach, Florida, 33141 (hereinafter the "North Beach CRA"), and Normandy Isle Investments, a LLC having its principal place of business at 1191 71st Street, Miami Beach, Florida, 33141 (hereinafter the "Applicant" or "Participant").

Article I / Program Summary

1. Applicant/Participant: Normandy Isle Investments LLC
Applicant/Participant Contact: Daniel Vietia
Local Business Address: 1203 71st Street
City, State, Zip: Miami Beach, FL 33141
Phone, fax, e-mail: 305-219-3408
Project Description: Painting, Awning, Exterior Lighting, Impact window & door
Folio Number: 02-3210-013-1490

2. Reimbursement Amount / Fiscal Impact: Matching up to 70% of the Participant's expenses
(Not to exceed \$20,000 per application (the "Grant"))

3. Program Guidelines: See Exhibit 1, attached hereto

4. Disbursement Request Form: See Exhibit 2, attached hereto

5. Grant/Reimbursement effective date: Following North Beach CRA approval, the
Grant recipient will receive an award letter and on this ____ day of ____, 20____, for
execution, outlining the Grant details, project deadline, and expectations.

Performance Period/Term: All work related to improvements must begin within six (6) months and be completed within twelve (12) months from the effective date of this agreement.

Article II / General Conditions

A. Program Requirements

- i. The parties to this Agreement are the Applicant/Participant listed in Article I and the North Beach Community Redevelopment Agency. The North Beach CRA has delegated the responsibility of administering this Agreement to the Executive Director or the Executive Director's authorized designee, who shall be the City of Miami Beach (the "City") Economic Development Director.
- ii. The Program is being offered to Participant in connection with the approval of an application to participate in the Program (the "Project"). Participant is required to comply with the Program Guidelines incorporated herein by reference and set forth in Exhibit "1", attached hereto; and all applicable Federal, State, County and City laws.
- iii. The Grant is awarded with the understanding that the Program will enhance and upgrade the visual appeal of the commercial district. To demonstrate that the award is fulfilling, or has fulfilled, its purpose the Applicant/Participant is required to provide bi-monthly updates to the North Beach CRA staff throughout the project permitting and construction process. All work related to improvements must be completed within twelve (12) months of award notification. The Grant recipient must provide the following to the North Beach CRA for review prior to reimbursement of expenses:
 - Copies of receipts and/or paid invoices.
 - Proof of payment (copy of checks or bank statements or ACH);
 - Contractor license documentation; and
 - Photos of completed work
- iv. The Incentive is awarded with the understanding that the Project will enhance, diversify, and develop the City's economic climate. To demonstrate that the incentive is fulfilling, or has fulfilled, its purpose, the Participant must furnish the North Beach CRA with all personnel documents necessary to verify the Participant's compliance with the Program requirements. This documentation must be received by the North Beach CRA staff within the twelve (12) month Performance Period. North Beach CRA staff may monitor and conduct an evaluation of the Project, which may include, without limitation, onsite visits to observe the Project.
- v. The total amount of the Grant award is determined as specified in Exhibit 1, and payment of any portion thereof shall be subject to and contingent upon Participant's compliance with the terms and conditions set forth in this Agreement. To be eligible for the Grant, Participant must submit a Disbursement Request form, attached hereto as Exhibit 2, to

the Executive Director's designee at the address contained in Section 8 of Article II.

- vi. In awarding this Grant, the North Beach CRA assumes no obligation to provide financial support of any type whatsoever in excess of the total Grant amount. Fifty (50%) percent of the Grant award is eligible to be disbursed upon satisfactory completion of fifty (50%) percent of the approved project improvements. Project costs incurred before execution of the agreement and/or the Grant award are ineligible for reimbursement.

1. **ACCOUNTING AND FINANCIAL REVIEW:** Participant shall keep accurate receipts and records of all expenses and financial documents relating to the Program in accordance with reasonable accounting standards and shall retain such receipts and records for the later of at least four (4) years after completion of the Program, or at least two (2) years after the expiration of the Performance Period specified in article I-6. These receipts and records and documents pertaining to the Program shall be retained in Miami Beach, Florida in a secure place, in an orderly fashion. At the request of the North Beach CRA, during regular business hours, Participant shall provide the Executive Director or Executive Director's designee reasonable access to its files, records and personnel, during regular business hours, for the purpose of making financial audits, evaluations or verifications related to the Program, as the North Beach CRA deems necessary. Furthermore, the North Beach CRA may, at its expense, audit or have audited, all personnel and financial records related to the Program.

2. **INSPECTOR GENERAL AUDIT RIGHTS:**

- A. Pursuant to Section 2-256 of the Code of the City of Miami Beach, the City has established the Office of the Inspector General which may, on a random basis, perform reviews, audits, inspections and investigations on all City contracts, throughout the duration of said contracts. This random audit is separate and distinct from any other audit performed by or on behalf of the City.
- B. The Office of the Inspector General is authorized to investigate City affairs and empowered to review past, present, and proposed City programs, accounts, records, contracts and transactions. In addition, the Inspector General has the power to subpoena witnesses, administer oaths, require the production of witnesses, and monitor City projects and programs. Monitoring of an existing City project or program may include a report concerning whether the project is on time, within budget and in conformance with the contract documents and applicable law. The Inspector General shall have the power to audit, investigate, monitor, oversee, inspect, and review operations, activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Participant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption. Pursuant to Section 2-378 of the City Code, the City is allocating a percentage of its overall annual contract expenditures to fund the activities and operations of the Office of Inspector General.

- C. Upon ten (10) days written notice, Participant shall make all requested records and documents available to the Inspector General for inspection and copying. The Inspector General is empowered to retain the services of independent private sector auditors to audit, investigate, monitor, oversee, inspect, and review operations activities, performance and procurement process including but not limited to project design, bid specifications, (bid/proposal) submittals, activities of Participant, its officers, agents and employees, lobbyists, City staff and elected officials to ensure compliance with the contract documents and to detect fraud and corruption.
- D. The Inspector General shall have the right to inspect and copy all documents and records in Participant's possession, custody or control which in the Inspector General'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 from and with successful subcontractors and suppliers, all project-related correspondence, memoranda, instructions, financial documents, construction documents, (bid/proposal) and contract documents, back-change 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.
- E. Participant shall make available at its office at all reasonable times the records, materials, and other evidence regarding the acquisition (bid preparation) and performance of this Agreement, for examination, audit, or reproduction, until three (3) years after final payment under this Agreement or for any longer period required by statute or by other clauses of this contract. In addition:
- i. If this Agreement is completely or partially terminated, Participant shall make available records relating to the work terminated until three (3) years after any resulting final termination settlement; and
 - ii. Participant shall make available records relating to appeals or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.
- F. The provisions in this section shall apply to Participant, its officers, agents, employees, subcontractors, and suppliers. Participant shall incorporate the provisions in this section in all subcontracts and all other agreements executed by Participant in connection with the performance of this Agreement.
- G. Nothing in this section shall impair any independent right to the City to conduct audits or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the City by Participant or third parties.

3. **INDEMNIFICATION:** Participant shall indemnify, defend and hold harmless the City, the North Beach CRA and its respective officers, employees, agents, and contractors, from and against any and all actions (whether at law or in equity), claims, liabilities, losses, expenses, or damages, including, without limitation, attorneys' fees and costs of defense, for personal, economic, or bodily injury, wrongful death, or loss of or damage to property, which the City, the North Beach CRA, and its respective officers, employees, agents and contractors may incur as a result of claims, demands, suits, causes of action or proceedings of any kind or nature arising out of, relating to, or resulting from the performance of this Agreement by Participant or its officers, employees, agents, servants, partners, principals or contractors. Participant 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 City or the North Beach CRA, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Participant expressly understands and agrees that any insurance protection required by this Agreement, or otherwise provided, shall in no way limit its obligation, as set forth herein, to indemnify, defend and hold harmless the City, the North Beach CRA, and its respective officers, employees, agents, and contractors as herein provided. Participant's obligation to indemnify the City and/or the North Beach CRA pursuant to the foregoing shall survive the expiration or termination of this Agreement. Participant recognizes the broad nature of this indemnification and hold harmless clause, and voluntarily makes this covenant and expressly acknowledges the receipt of good and valuable consideration, provided by the North Beach CRA in support of the obligation in accordance with the laws of the State of Florida. Nothing herein shall be construed to waive any of the City's or the North Beach CRA's rights set forth in Section 768.28, Florida statutes. Nothing contained in this Agreement shall be deemed a waiver of sovereign immunity by the City or the North Beach CRA. This paragraph shall survive the expiration or early termination of this Agreement.
4. **ASSIGNMENT; AMENDMENT:** Participant shall not be permitted to assign this Agreement, and any purported assignment will be void, and shall be treated as an event of default pursuant to this Agreement. No modifications or amendments may be made to this Agreement unless made in writing and signed by both parties.
5. **DEFAULT/TERMINATION PROVISIONS:**
- A. In the event Participant fails to comply with any of the covenants, terms or provisions of this Agreement including, without limitation, Participant's failure to: (i) comply with the Program Guidelines, as set forth in Exhibit 1, attached hereto; (ii) complete the Project, as expressly contemplated in the Project Description; (iii) timely submit any reports or documentation, when due, as required under this Agreement; or (iv) comply with any other term or condition of this Agreement, the Executive Director or the Executive Director's designee shall issue written notice to the Participant and provide Participant with thirty (30) days to cure the default. If, at the Executive Director's sole discretion, the breach is cured within that period, continued participation in the Program may be allowed. If, however, the Participant fails to cure the breach, or again breaches this Agreement during the Performance Period, no further cure period shall be allowed and the Executive Director may terminate this Agreement with written notice to the

Participant, thereby relieving the North Beach CRA of any further obligation to Participant under this Agreement.

- B. Where a Participant is delinquent in paying its taxes, fines, or any other fees due to the City of Miami Beach in its capacity, or in connection with any other agreements between the City of Miami Beach and Participant, the North Beach CRA shall withhold Grant funds until the Participant is current. Where a Participant is more than one (1) year delinquent, the Participant's Incentive award shall be canceled, and the Participant shall be disqualified from participating in the Program, and the North Beach CRA shall have no further obligation to the Participant under this Agreement.
- C. Termination for Fraud or Material Misrepresentations: Additionally, if the default is of a nature that cannot be cured, such as fraud or a material misrepresentation in connection with Participant's performance under this Agreement, the termination shall be effective upon receipt of the termination notice and no cure period shall apply.
- D. Further, in the event that the North Beach CRA, in the Executive Director's designee's sole discretion, finds that the Grant funds were ineligible payments under the terms of the Agreement, whether as a result of fraud, misrepresentation, or negligence of Participant, Participant shall be required to repay to the North Beach CRA all or a portion of the Incentive payments received by Participant, as of the date that the written demand is received ("Demand for Recapture"), within thirty (30) days from receipt of the Demand for Recapture.
- E. Participant further acknowledges and agrees that any Default may, at the North Beach CRA's sole discretion, render Participant ineligible for any future Grants or Grant funds.
- F. These provisions shall not waive or preclude the North Beach CRA from pursuing any and all remedies at law and in equity.
- G. Notwithstanding any provision of this Agreement to the contrary, and without regard to whether North Beach CRA has exercised the Default provisions thereof, the North Beach CRA reserves the right, at its sole and absolute discretion, to discontinue funding of the Grant if it is not satisfied with the progress of the Project.

7. FLORIDA PUBLIC RECORDS LAW:

- A. Participant shall comply with Florida Public Records law under Chapter 119, Florida Statutes, as may be amended from time to time.
- B. The term "public records" shall have the meaning set forth in Section 119.011(12), which means all documents, papers, letters, maps, books, 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 North Beach CRA.

C. Pursuant to Section 119.0701 of the Florida Statutes, if Participant meets the definition of “Contractor” as defined in Section 119.0701(1)(a), Participant shall:

- i. Keep and maintain public records required by the North Beach CRA to perform the service;
- ii. Upon request from the North Beach CRA’s custodian of public records, provide the North Beach CRA with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, Florida Statutes or as otherwise provided by law;
- iii. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed, except as authorized by law, for the duration of the contract term and following completion of this Agreement if Participant does not transfer the records to the North Beach CRA;
- iv. Upon completion of this Agreement, transfer, at no cost to the North Beach CRA, all public records in possession of Participant or keep and maintain public records required by the North Beach CRA to perform the service. If Participant transfers all public records to the North Beach CRA upon completion of this Agreement, Participant shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If Participant keeps and maintains public records upon completion of this Agreement, Participant shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the North Beach CRA, upon request from the North Beach CRA’s custodian of public records, in a format that is compatible with the information technology systems of the North Beach CRA.

D. REQUEST FOR RECORDS; NONCOMPLIANCE

- i. A request to inspect or copy public records relating to the North Beach CRA’s contract for services, must be made directly to the North Beach CRA. If the North Beach CRA does not possess the requested records, the North Beach CRA shall immediately notify Participant of the request, and Participant must provide the records to the North Beach CRA or allow the records to be inspected or copied within a reasonable time.
- ii. Participant’s failure to comply with the North Beach CRA’s request for records shall constitute a breach of this Agreement, and the North Beach CRA, at its sole discretion, may: (1) unilaterally terminate this Agreement; (2) avail itself of the remedies set forth under this

Agreement; and/or (3) avail itself of any available remedies at law or in equity.

- iii. If Participant fails to provide the public records to the North Beach CRA within a reasonable time, Participant may be subject to penalties under s. 119.10.

E. CIVIL ACTION

- i. If a civil action is filed against Participant to compel production of public records relating to the North Beach CRA's contract for services, the court shall assess and award against Participant the reasonable costs of enforcement, including reasonable attorneys' fees, if:
 - a. The court determines that Participant unlawfully refused to comply with the public records request within a reasonable time; and
 - b. At least 8 business days before filing the action, the plaintiff provided written notice of the public records request, including a statement that Participant has not complied with the request, to the North Beach CRA and to Participant.
- ii. A notice complies with subparagraph (i)(b) if it is sent to the North Beach CRA's custodian of public records and to Participant at Participant's address listed on its agreement with the North Beach CRA or to Participant's registered agent. Such notices must be sent by common carrier delivery service or by registered, Global Express Guaranteed, or certified mail, with postage or shipping paid by the sender and with evidence of delivery, which may be in an electronic format.
- iii. If Participant complies with a public records request within 8 business days after the notice is sent is not liable for the reasonable costs of enforcement.

F. IF PARTICIPANT HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO PARTICIPANT'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS AGREEMENT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**CITY OF MIAMI BEACH
ATTENTION: RAFAEL E. GRANADO, SECRETARY
1700 CONVENTION CENTER DRIVE
MIAMI BEACH, FLORIDA 33139
EMAIL: RAFAELGRANADO@MIAMIBEACHFL.GOV
PHONE: 305-673-7411**

8. **WRITTEN NOTICES:** Any notices required under this Agreement will be effective when delivered to the North Beach CRA in writing and addressed to the Executive Director's designee:

Heather Shaw
Interim Economic Development Director
1755 Meridian Avenue, Suite 200
Miami Beach, FL 33139
Tel: 305-673-7572 ext. 6563
Email: heathershaw@miamibeachfl.gov

Any notices required under this Agreement to Participant shall be delivered in writing to Participant's designated contact.

Article III / Miscellaneous Provisions

9. **NO DISCRIMINATION:** Participant also accepts and agrees to comply with the following Special Conditions:

A. Participant hereby agrees that it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) prohibiting discrimination on the basis of race, color, national origin, handicap, or sex.

B. Participant hereby agrees that it will comply with the City of Miami Beach Human Rights Ordinance as codified in Chapter 62 of the City Code, as may be amended from time to time, prohibiting discrimination in employment, housing and public accommodations on account of actual or perceived race, color, national origin, religion, sex, intersexuality, gender identity, sexual orientation, marital and familial status, age, disability, ancestry, height, weight, domestic partner status, labor organization membership, familial situation, or political affiliation.

C. The North Beach CRA endorses, and Participant shall comply with, the clear mandate of the Americans with Disabilities Act of 1990 (ADA) to remove barriers, which prevents qualified individuals with disabilities from enjoying the same employment opportunities that are available to persons without disabilities.

D. The North Beach also endorses the mandate of the Rehabilitation Act of 1973 and Section 504 and prohibits discrimination on the basis of disability and requires that Participant provides equal access and equal opportunity and services without discrimination on the basis of any disability.

10. **GOVERNING LAW AND EXCLUSIVE VENUE AND ATTORNEY'S FEES:** This Agreement shall be governed by, and construed in accordance with, the laws of the State of Florida, both substantive and remedial, without regard to principles of conflict of laws. The exclusive venue for any litigation arising out of this Agreement shall be Miami-Dade County, Florida, if in State court, and the U.S. District Court, Southern District of Florida, if in federal court. In connection with any litigation arising out of this

Agreement, each party shall bear their own costs and attorney's fees.

11. JURY TRIAL WAIVER. BY ENTERING INTO THIS AGREEMENT, THE NORTH BEACH CRA AND PARTICIPANT EXPRESSLY WAIVE ANY RIGHTS EITHER PARTY MAY HAVE TO A TRIAL BY JURY OF ANY CIVIL LITIGATION RELATED TO, OR ARISING OUT OF, THIS AGREEMENT.

12. POTENTIAL TAX CONSEQUENCES: Participant acknowledges and agrees that the Grant may constitute taxable income for income tax purposes and be subject to taxation. Participant shall be solely responsible for consulting its tax specialist and for the payment of any tax that may arise in connection with Participant's involvement in the Program.

13. MISCELLANEOUS:

13.1 Construction of Agreement. The parties hereby acknowledge and agree that each has had an opportunity to be represented by or consult with independent legal counsel and that any rule of construction which provides that ambiguities are to be construed against the drafter shall not apply in the interpretation or construction of this Agreement. Headers and section titles in this Agreement are for convenience of reference only and do not modify, define, or limit the provisions thereof. In the event any term or provision of this Agreement be determined by appropriate judicial authority to be illegal or otherwise invalid, such provision shall be given its nearest legal meaning or construed as deleted as such authority determines, and the remainder of this Agreement shall remain in full force and effect.

13.2 Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together represent one instrument binding on the Parties, notwithstanding that all of the Parties are not signatories to the same counterpart. The Parties further agree that this Agreement may be signed and submitted via facsimile or electronic mail.

13.3 No Beneficiaries. The terms of this Agreement inure to the benefit of only those Parties named herein. This Agreement is not intended to and shall not be construed to give any third party any interest or rights, including without limitation third-party beneficiary rights, with respect to or in connection with any agreement or provision contained herein or contemplated hereby.

13.4 No Waiver. No waiver of any breach or failure to enforce any of the terms, covenants, conditions or other provisions of this Agreement by either party at any time shall in any way affect, limit, modify or waive either party's right thereafter to enforce or compel strict compliance with every term, covenant, condition or other provision hereof.

13.5 Compliance with Laws. The Participant agrees to abide by and be governed by all applicable Federal, State, County and City laws, including but not limited to Miami-Dade County's Conflict of Interest and Code of Ethics Ordinance, as amended, which is incorporated herein by reference as if fully set forth herein, and Chapter 2, Article VII of the City Code, as amended, which is incorporated

herein by reference as if fully set forth herein.

13.6 Captions. Captions, as used in this Agreement, are for convenience of reference only and should not be deemed or construed as in any way limiting or extending the language or provisions to which such captions may refer.

13.7 Independent Contractor Status. It is expressly understood and intended that the Participant, as the recipient of Grant funds, is not an officer, employee or agent of the North Beach CRA, its Members and Executive Director, nor of the North Beach CRA personnel administering the Grant. Further, for purposes of this Agreement, the Project or activity, the parties hereto agree that the Participant, its officers, agents, and employees are independent contractors and solely responsible for the Project. The Participant shall take all actions as may be necessary to ensure that its officers, agents, employees, assignees and/or subcontractors shall not act as, nor give the appearance that they are, agents, servants, joint venturers, collaborators or partners of the North Beach CRA, its Members and Executive Director or the North Beach CRA personnel administering the Grant. No party or its officers, elected or appointed officials, employees, agents, independent contractors or consultants shall be considered employees or agents of any other party, nor to have been authorized to incur any expense on behalf of any other party, nor to act for or to bind any other party, nor shall an employee claim any right in or entitlement to any pension, workers' compensation benefit, unemployment compensation, civil service or other employee rights or privileges granted by operation of law or otherwise, except through and against the entity by whom they are employed.

13.8 Force Majeure Event. A "Force Majeure" event is an event that (i) in fact causes a delay in the performance of the Participant's or the North Beach CRA's obligations under the Agreement, and (ii) is beyond the reasonable control of such party unable to perform the obligation, and (iii) is not due to an intentional act, error, omission, or negligence of such party, and (iv) could not have reasonably been foreseen and prepared for by such party at any time prior to the occurrence of the event. Subject to the foregoing criteria, Force Majeure may include events such as war, civil insurrection, riot, fires, epidemics, pandemics, terrorism, sabotage, explosions, embargo restrictions, quarantine restrictions, transportation accidents, strikes, strong hurricanes or tornadoes, earthquakes, or other acts of God which prevent performance. Force Majeure shall not include inclement weather.

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IN WITNESS WHEREOF, the parties hereto have executed this Agreement.

FOR NORTH BEACH CRA:

NORTH BEACH COMMUNITY REDVELOPMENT AGENCY

ATTEST:

By: _____
Rafael E. Granado, Secretary

Rickelle Williams, Interim Executive Director

Date

FOR PARTICIPANT:

ATTEST:

By: _____

Authorized Signature

Print Name and Title

Print Name and Title

Date

Exhibit 1

NORTH BEACH CRA COMMERCIAL FAÇADE IMPROVEMENT GUIDELINES

Background and Purpose

The North Beach Community Redevelopment Agency (“North Beach CRA”) Commercial Façade Improvement Program (“Program”) is a matching grant incentive program available for business owners and commercial property owners to help pay the costs of physical improvements to the building façade of their place of business. The Program is available to commercial buildings in North Beach’s Normandy Isles/Vendome Plaza neighborhood, located within the Normandy Isles National Register Historic District, please reference the Program Boundary Map and/or contact the North Beach CRA to determine eligibility. The neighborhood’s architecture contributes to the area’s historic character and reflects the Miami Modern (MiMo) architectural style, with notable influences by French-born urban planner Henri Levy.

The Program focuses on cultivating an improved visual experience and sense of place through external enhancements to existing buildings. Program funding awards consist of matching grants of up to 70% the cost of eligible projects, up to an amount not to exceed \$20,000 per application provided on a reimbursement basis for expenses paid on completed work. The program aims to (i) assist business and property owners to improve, repair, and preserve older buildings; (ii) stimulate investment in and revitalization of private property; and (iii) highlight historic architecture to foster a sense of place that is attractive and welcoming to the entire community, whether visitor, resident, shopper, or merchant.

Eligibility

Eligible

Any building owner or commercial tenant of a nonresidential building located within the Program’s geographic area is eligible to apply.

All applications from building tenants require the signature and approval of the building owner. Exterior improvements must begin within six (6) months from date of executed agreement and be completed within twelve (12) months following execution of the agreement. The award letter and application agreement will specify the deadline for when the work needs to be completed. All improvements must comply with Miami Beach Municipal Code and Florida Building Code standards.

Ineligible

- Properties that are exclusively residential or do not contain ground floor commercial use.
- Properties containing prohibited or non-conforming uses.
- Properties whose primary purpose is a place of worship.
- Properties encumbered by judgement liens, delinquent mortgage, and tax obligations, and/or building or code violations.

- Vacant, unimproved land.
- Properties ‘for sale’ or listed on the MLS.

ELIGIBLE FAÇADE IMPROVEMENTS

A building façade is defined as one vertical side of a building regardless of the number of stories. Only those portions of the building that are visible from a public street are eligible for the Program. To be eligible for grant reimbursement, expenses must be related to improvements made to the street-facing exterior of properties, including:

- Restoration or rehabilitation of the building's original and/or historic construction materials (and removal of false façade elements).
- Stucco and/or clapboard restoration.
- Painting (colors must be approved administratively).
- Windows (impact-rated), framing installation, glass, and/or door repair or replacement.
- Signage.
- Awnings (including the repair or removal of old awnings and canopies and/or installation of new awnings).
- Exterior lighting installation, repair, or replacement.
- Façade or masonry renovation or repair.
- Parking facility and/or driveway or installation, repair, or enhancements.
- Installation of brick, textured, and/or sustainable/pervious pavement; and
- Accessibility upgrades.
- Soft costs such as design fees (architecture, engineering, plans), contracting services, building permits and surveys. **Payments for the Participant’s own labor or other in-kind costs are NOT eligible.**

INELIGIBLE FAÇADE IMPROVEMENTS

- Improvements inconsistent with the direction of the North Beach CRA Board or application guidelines.
- Improvements performed prior to execution of final agreement with North Beach CRA.
- Interior renovations and new construction of additional floor area or habitable space.
- Payments for the applicant’s own labor or other in-kind costs.
- Any service or improvements performed by a non-licensed contractor.
- Storm water enhancements.
- Decorative fencing or privacy fencing.
- Removal of architecturally significant features.
- Installation or repair of statues and fountains.
- General maintenance that should be performed as part of routine up-keep.

The following descriptions represent considerations for improvements and are not intended to be inclusive of all permissible improvement types:

Façade

- New storefronts, display windows, and exterior architectural elements.
- Removal of elements that cover original architectural design and details.
- Replacement of architectural elements that have structural deficiencies.
- Exterior painting and new lighting.
- Demolition required for the approval of the façade improvements.
- Roof improvements that are visible and contribute to the architectural aesthetics of the building.
(Complete roof repair or replacement is not permitted.)
- Improvements that enhance access, such as handicapped ramps.

Signage

Upgraded signs are one of the most common and effective ways of drawing attention to a business. An effective sign is memorable and showcases the quality and personality of a business. The simpler the sign, the more attention it will receive. Eligible improvements could include (1) building or street-edge signage and (2) electrical work directly related to the exterior of the building or the installation of approved signage.

Awnings

Awnings help define storefronts and embellish the streetscape. They provide shade to protect merchandise from the sun and shelter customers from bad weather. Eligible improvements could include the removal of old awnings and the production and installation of new awnings and canopies.

Lighting

Decorative external light fixtures attached to the building or freestanding. Improved lighting enhances the visual appeal of storefronts and increases public safety along the entire street. Strategic use of warm, ambient lighting can enhance product display and improve advertising to customers while contributing to an attractive, safe street front.

Framing, windows, and entrances

Together, framing, display windows, and entrances comprise the “storefront system” and should be compatible and inviting. Materials, color, and scale should work together to create a pleasant design that lures customers and enhances the commercial corridor.

Storefronts with ample window space add more natural lighting and allow customers to see into the store, permitting the merchandise to speak for itself. Window displays provide an opportunity to introduce creativity and leave a lasting impression on passersby.

Entrances composed of large glass panels provide for maximum visibility and are welcoming to customers. Make it easy to see into your store. Clear windows and minimal signage will lure customers inside.

Restoration of historic or original construction

Highlighting historic detail is an easy way to create a memorable storefront and reinforce district identity. Restoring historic architectural details is often more unique and attractive

than introducing contemporary elements. Modifications which are consistent with original building design and evidenced by an approved building permit approved by the City of Miami Beach may qualify for administrative, fast-track approval.

Miscellaneous

- Landscaping and irrigation when considered integral to the façade treatment of the building.
- Permanent site furnishing that provides a welcoming, pedestrian-friendly atmosphere, such as benches, trash cans, bike racks, etc. Improvements to the pedestrian and transportation functionality of the property.
- Improvements necessary for fire safety and/or ADA accessibility compliance.

Requirements for application submittal

Grant funds may be allocated to projects satisfying one or more of the Program criteria. An application will be considered, where preliminary approval of the following requirements has been satisfied. The North Beach CRA reserves the discretion to accept, reject or request modification of any application.

- Submission of a completed application form
- Color photographs of current façade from sidewalk or street
- Conceptual design and specific scope of work
- Proof of fire and extended insurance for property
- Proof of insurance and necessary business licenses for selected contractor
- Documentation of property owner's approval and permission for tenant improvements
- Documentation that the subject property is up to date on all City of Miami Beach and Miami-Dade County property taxes.
- Documentation that the business located at the subject property has an active and valid City of Miami Beach Business Tax Receipt (BTR)
- The North Beach Community Redevelopment Agency ("North Beach CRA") Executive Director or designee may approve grant applications for Commercial Façade Improvement grant awards of \$5,000 or less; grant award requests in excess than \$5,000 must be accompanied by written

Verification and eligibility determination

- North Beach CRA staff shall verify all information as necessary.
- Once an applicant has been determined to meet eligibility requirements, an initial inspection of the property will be conducted by staff to evaluate suitability and determine if there are any code violations or life and safety issues requiring remediation.
- Applicants will be notified in writing regarding eligibility status, including explanation for application denial, if applicable.

Approval and notifications

Grant awards may only be authorized by the North Beach CRA Board following a recommendation by the North Beach CRA Executive Director. To obtain matching grant funding, applicants must meet all property eligibility and program requirements in effect at the time of funding approval.

Program cycle Timeline (Tentative)

- Applications to the Program will be accepted on a rolling basis.
- North Beach CRA staff will review applications and make preliminary award recommendations over the following 3-4 weeks. If the project is not recommended for award of grant funding, the applicant will also be notified.
- Grant applications will be evaluated on a first-come, first-qualified, first-served basis. Grant awards are limited by funding availability.
- Following preliminary recommendation for award, staff will schedule a meeting with applicant to ensure clear understanding of program guidelines, and obligations and responsibilities of all parties.
- Each application recommended for award by the staff must be considered and approved by the North Beach CRA Board, who authorizes awards pursuant to adoption of a resolution.
- Following North Beach CRA Board approval, the grant recipient will receive an award letter and grant agreement for execution outlining the grant details, project deadline, and expectations.
- Grant recipient will have six (6) months from date of executed agreement to begin project, and twelve (12) months to complete the scope of work following execution of the agreement. The grant recipient is required to provide bi-monthly updates to North Beach CRA staff throughout the project permitting and construction process. Additional documents may be required by North Beach CRA staff as requested.
- After the improvements are completed, the grant recipient must provide the following to the North Beach CRA for review, prior to reimbursement of expenses: copies of receipts and/or paid invoices, proof of payment (copy of checks or bank statements), contractor license documentation, and photos of completed work.

Application Evaluation Criteria

The North Beach CRA Board will consider the following criteria when evaluating applications:

- Businesses and properties owned by Miami Beach residents.
- Businesses and properties owned by veterans.
- Projects that support small business retention and expansion in the North Beach CRA.
- Projects with heightened vehicular and pedestrian visibility.
- Projects that support, encourage, promote, or maintain affordable or workforce housing.
- Projects that incorporate Crime Prevention Through Environmental Design (CPTED).
- Projects with improvements of high-quality design and/or value based on recognized professional standards or best practices.

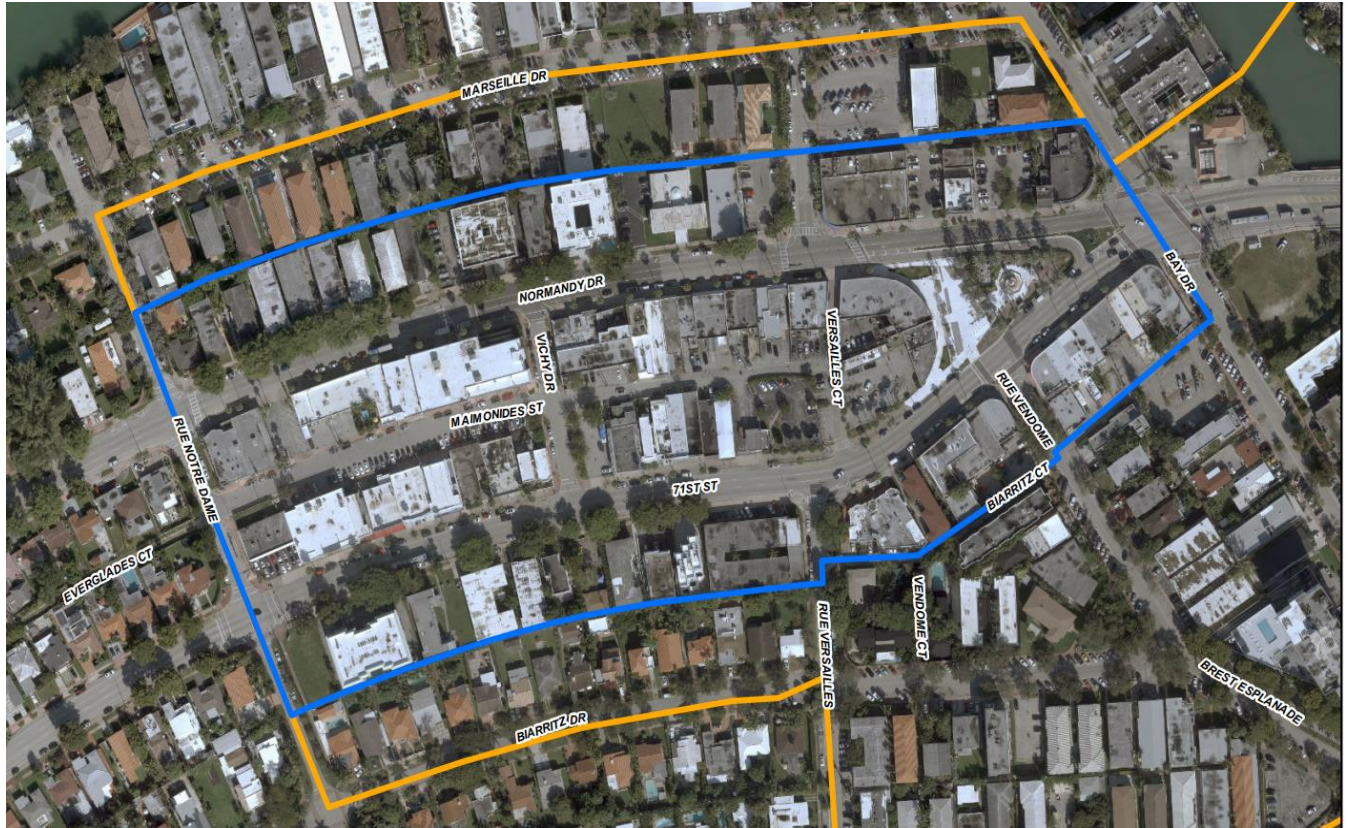
- Projects that align with the design standards established for the neighborhood and, when applicable, which may include historic preservation.
- For vacant commercial properties, identification of an end use (office, retail, etc.) and tenants secured (at least a letter of intent); and
- Projects that have a clear construction timeline and can be completed within six (6) to twelve (12) months.

Grant Awards

- The maximum contribution awarded per applicant or property is \$20,000.
- The Program will match, on a reimbursement basis, up to seventy percent (70%) of the total project costs, up to an amount not to exceed \$20,000.
- Fifty percent (50%) of the grant award is eligible to be disbursed upon satisfactory completion of fifty percent (50%) of the approved project improvements, or at 100% of project completion, whichever the grant recipient determines.
- Project costs incurred before application approval and/or the grant award are ineligible for reimbursement, therefore applicants are strongly discouraged from commencing construction prior to applying for the Program and receiving express approval from North Beach CRA staff and the North Beach CRA Board.
- No property may receive more than the maximum allowed grant award, as set forth within these guidelines, within a five (5) year period.
- Any entity whether tenant or property owner that submits a second application before the five (5) year program term will be put on a waiting list.
- Property owners must adhere to a two (2) year waiting period before new applications for another property address can be submitted.
- Amendments to these guidelines may be incorporated from time to time by the North Beach CRA. Vested authority shall be granted to the North Beach CRA Executive Director or his/her designee to authorize minor waiver or amendment to these guidelines. All major amendments to or deviation from these guidelines shall be approved by the North Beach CRA Board.

Eligible Façade Improvement Boundary Map

The initial North Beach CRA Commercial and Residential Program Area is generally described as being bounded by Normandy Court to the north, Bay Drive to the east, Biarritz Court to the south, and Rue Notre Dame to the west. Please see below map.



COMMON FAÇADE ARCHITECTURAL ELEMENTS

*This image depicts architectural elements commonly associated with building façades. It is provided for

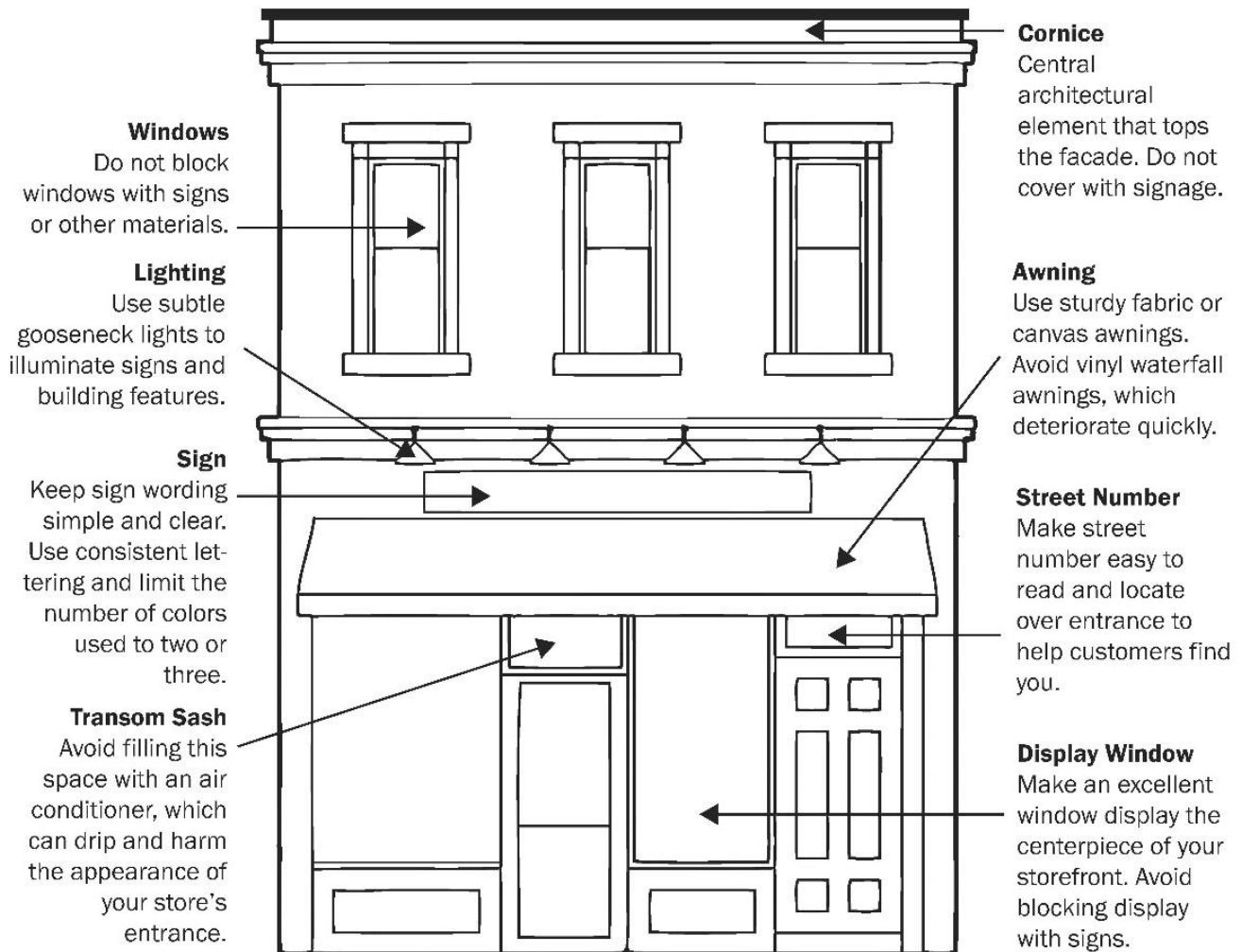


illustration purposes only and not intended to provide design recommendations or requirements.

Exhibit 2

DISBURSEMENT REQUEST FORM

Participant Information

Participant:
Participant Contact(s):

Local Business Address:
City, State, Zip:
Phone, fax, e-mail:
Folio number:
Project Type

Total cost of project: _____

Commercial Façade Improvement Project – to be verified by North Beach CRA staff

Type of Façade Improvement	Description

A. =

Total Cost for Commercial Façade Improvement	
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Let this serve as a formal request for disbursement of the grant award for the current year of the Commercial Façade Improvement Program. I acknowledge that the North Beach CRA will calculate the actual incentive based on Commercial Façade Improvement Program guidelines.

Participant Contact and Title: _____

Signature: _____

Date: _____