

# **City of Miami**

*819 NW 2<sup>nd</sup> Ave  
3<sup>rd</sup> Floor  
Miami, FL 33136  
<http://mamicra.com>*



## **Meeting Agenda**

**Thursday, October 27, 2022**

**10:00 AM**

**City Hall  
3500 Pan American Drive  
Miami, FL 33133**

## **SEOPW Community Redevelopment Agency**

*Christine King, Chair, District Five  
Alex Diaz de la Portilla, Vice Chair, District One  
Ken Russell, Board Member, District Two  
Joe Carollo, Board Member, District Three  
Manolo Reyes, Board Member, District Four*

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**SEOPW CRA OFFICE ADDRESS:  
819 NW 2<sup>ND</sup> AVENUE, 3<sup>RD</sup> FLOOR  
MIAMI, FL 33136**  
*Phone: (305) 679-6800 / Fax (305) 679-6835  
[www.mamicra.com](http://mamicra.com)*

**CALL TO ORDER****MINUTES APPROVAL****CRA PUBLIC COMMENTS****CRA RESOLUTION****1. CRA RESOLUTION****12824**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXPENDITURE OF FUNDS, IN AN AMOUNT NOT TO EXCEED \$300,000.00, TO UNDERWRITE COSTS ASSOCIATED WITH 40-YEAR RECERTIFICATION AND LIMITED BUILD-OUT OF THE FORMER LAW OFFICE OF THE HONORABLE JUDGE LAWSON EDWARD THOMAS LOCATED AT 1021 N.W. 2ND AVENUE, MIAMI, FLORIDA ("PROPERTY"); AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE AND PROVIDING FOR THE INCORPORATION OF RECITALS AN EFFECTIVE DATE; ALLOCATING FUNDS FROM SEOPW TAX INCREMENT FUND, ENTITLED "CONSTRUCTION IN PROGRESS," ACCOUNT CODE NO. 10050.920101.670000.0000.00000.

File # 12824- Backup

**2. CRA RESOLUTION****12825**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") AUTHORIZING THE ISSUANCE OF A GRANT TO NORWOOD CONSULTING, INC. DOING BUSINESS AS HAMPTON ART LOVERS ("HAC"), IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE FIRST YEAR, WITH THE OPTION TO RENEW FOR ONE ADDITIONAL ONE-YEAR PERIOD, SUBJECT TO FUNDING AVAILABILITY, TO UNDERWRITE COSTS ASSOCIATED WITH PRODUCING CULTURAL PROGRAMMING AND ART EXHIBITIONS AT THE HISTORIC WARD ROOMING HOUSE FOR FISCAL YEARS 2022 - 2023; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE AND PROVIDING FOR THE INCORPORATION OF RECITALS AN EFFECTIVE DATE; FUNDS TO BE ALLOCATED FROM SEOPW "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

File # 12825- Backup

**3. CRA RESOLUTION****12826**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") AUTHORIZING THE ISSUANCE OF AN ADDITIONAL GRANT, IN AN AMOUNT NOT TO EXCEED \$36,000.00, TO ENCOURAGING DREAMERS BREAKING BARRIERS, LLC, TO UNDERWRITE COSTS ASSOCIATED WITH THE PAYROLL EXPENSES OF THE OPERATION OF THE ALL STAR DETAILING SERVICES TRAINING AND SECOND CHANCE PROGRAM; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE AND PROVIDING FOR THE INCORPORATION OF RECITALS AN EFFECTIVE DATE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

File # 12826 - Backup

**4. CRA RESOLUTION****12827**

THIS RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), RETROACTIVELY APPROVING THIS AMENDED "EXHIBIT A" THE MEMORANDUM OF UNDERSTANDING OF OCTOBER 10, 2022 ("MOU") BETWEEN SEOPW CRA AND BLOCK 55 RESIDENTIAL PARTNERS, L.P. FOR THE UNUSED DEVELOPMENT RIGHTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONSUMMATE THE TRANSACTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

File # 12827- Exhibit A

**5. CRA RESOLUTION****12828**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZE A GRANT IN THE AMOUNT OF \$15,000.00 TO ELIJAH WELLS FILMS, LLC TO UNDERWRITE COSTS ASSOCIATED WITH THE PRODUCTION OF THE 2022 IGEN FILM FESTIVAL (THE "FILM FESTIVAL"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE AND PROVIDING FOR THE INCORPORATION OF RECITALS AN EFFECTIVE DATE; FUNDS TO BE ALLOCATED FROM SEOPW "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000. 0000.00000.

File # 12828- Backup

**ADJOURNMENT**

SEOPW Board of Commissioners Meeting  
October 27, 2022SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Date: October 20, 2022 File: 12824  
Members of the CRA Board

Subject: Improvements to 1021 N.W. 2nd  
Avenue, Miami, Florida 33136From: James McQueen  
Executive Director

Enclosures: File # 12824- Backup

**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) authorizes an expenditure of funds in an amount not to exceed \$300,000.00 to underwrite costs associated with 40-year recertification and limited build-out of the former law office of the Honorable Judge Lawson Edward Thomas located at 1021 N.W. 2<sup>nd</sup> Avenue, Miami, Florida 33136 (“Property”).

The SEOPW CRA currently owns this Property originally built in 1936; has been vacant for several years, and recently designated as a historic building. Previously, the Board of Commissioners, by resolution CRA-R-16-0048 authorized funds to perform emergency repairs and prevent the collapse of the building by reconstructing the roof structure which had caved in. The permit for that work was unable to be properly closed when the recertification became due (a process that occurs every 10 years for buildings older than 40 years).

As a requirement to close-out the permit and comply with the recertification, utilities including power and water must be brought to the Property. In addition, funding by this resolution includes improvements for a limited build-out (vanilla box) with restrooms, A/C, lighting, installation of new storefront entry with canopy, doors, and windows; all consistent with the original design and construction of the building from 1936.

**JUSTIFICATION:**

Section 2, Goal 1, of the 2018 updated Southeast Overtown/Park West Community Redevelopment Plan (“Plan”) lists the “preserv[ation] of historic buildings and community heritage,” as a stated redevelopment goal.

Section 2, Principle 8, of the Plan provides that “[o]lder buildings that embody the area’s cultural past should be restored.”

**FUNDING:**

\$300,000.00 allocated from SEOPW Tax Increment Fund, entitled "Construction in Progress"  
Account No. 10050.920101.670000.0000.00000.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** October 27, 2022

**CRA Section:**

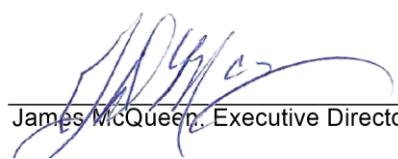
**Brief description of CRA Agenda Item:**

Authorizing the expenditure of funds, in an amount not to exceed \$300,000.00, to underwrite costs associated with 40-Yeear Recertification and limited build-out of the former law office.

<p>Project Number (if applicable):</p> <p>YES, there are sufficient funds in Line Item:</p> <p>Account Code: <u>10050.920101.670000.0000.00000</u> Amount:<u>\$300,000.00</u></p>																				
<p>NO (Complete the following source of funds information):</p> <p>Amount budgeted in the line item: \$          Balance in the line item: \$          Amount needed in the line item: \$</p> <p>Sufficient funds will be transferred from the following line items:</p> <table border="1" style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="text-align: left;">ACTION</th> <th style="text-align: left;">ACCOUNT NUMBER</th> <th style="text-align: left;">TOTAL</th> </tr> </thead> <tbody> <tr> <td colspan="3" style="text-align: center;">Project No./Index/Minot Object</td> </tr> <tr> <td>From</td> <td></td> <td>\$</td> </tr> <tr> <td>To</td> <td></td> <td>\$</td> </tr> <tr> <td>From</td> <td></td> <td>\$</td> </tr> <tr> <td>To</td> <td></td> <td>\$</td> </tr> </tbody> </table>			ACTION	ACCOUNT NUMBER	TOTAL	Project No./Index/Minot Object			From		\$	To		\$	From		\$	To		\$
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Project No./Index/Minot Object																				
From		\$																		
To		\$																		
From		\$																		
To		\$																		

Comments:

Approved by:



James McQueen, Executive Director 10/20/2022

Approval:



Miguel A. Valentin, Finance Officer 10/20/2022



# Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 12824

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZING THE EXPENDITURE OF FUNDS, IN AN AMOUNT NOT TO EXCEED \$300,000.00, TO UNDERWRITE COSTS ASSOCIATED WITH 40-YEAR RECERTIFICATION AND LIMITED BUILD-OUT OF THE FORMER LAW OFFICE OF THE HONORABLE JUDGE LAWSON EDWARD THOMAS LOCATED AT 1021 N.W. 2ND AVENUE, MIAMI, FLORIDA ("PROPERTY"); AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE AND PROVIDING FOR THE INCORPORATION OF RECITALS AN EFFECTIVE DATE; ALLOCATING FUNDS FROM SEOPW TAX INCREMENT FUND, ENTITLED "CONSTRUCTION IN PROGRESS," ACCOUNT CODE NO. 10050.920101.670000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 updated Southeast Overtown/Park West Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Goal 1, of the Plan lists the "preserv[ation] of historic buildings and community heritage," as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 8, of the Plan provides that "[o]lder buildings that embody the area's cultural past should be restored;" and

WHEREAS, the Board of Commissioners, by resolution CRA-R-16-0048 authorized funds to perform emergency repairs and prevent collapse of the building by reconstructing the roof structure which had caved in; and

WHEREAS, permits for work authorized by resolution CRA-R-16-0048 remain open until 40-year recertification improvements are made; and

WHEREAS, the Board of Commissioners wishes to authorize the expenditure of funds, in an amount not to exceed \$300,000.00, to underwrite costs associated with 40-year recertification and limited build-out of the Property;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes the expenditure of funds, in an amount not to exceed \$300,000.00, to underwrite costs associated with 40-year recertification and limited build-out of the Honorable Judge Lawson Edward Thomas located at 1021 N.W. 2<sup>nd</sup> Avenue, Miami, Florida.

Section 3. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 4. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 5. Funds are to be allocated from SEOPW Tax Increment Fund, entitled "Construction in Progress" Account No. 10050.920101.670000.0000.00000.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

A handwritten signature in blue ink, appearing to read "Vincen T. Brown, Staff Counsel".

10/20/2022

**1021 NW 2<sup>nd</sup> Ave**

Historic Photo



Current Photo



**Lawson Thomas Buiding - Roofing Reconstruction Project Close-out with 40 year Required Improvements  
1021 NW 3rd Ave - Anticipated Project Budget**

**9/15/2022**

Base Construction Proposal	\$205,800
A/E fees w/Construction Administration	\$20,500
Permit fees (master, sub-permits, & 40 year)	\$15,000 (estimated)
impact fees	\$0 (none anticipated)
WASD fees/connection charges/street closure	\$25,000 (estimated)
FPL service connection	\$3,500
Asbestos survey/mitigation (if needed)	\$7,500
Insurance and Bonds	\$0 (included)
<b>Total</b>	<b>\$277,300</b>
contingency (7.5%)	\$20,798
<b>Total Project Budget Cost</b>	<b>\$298,098</b>

# **BOFAM CONSTRUCTION COMPANY, INC**

**General Contractors, Estimators & Roofing Contractors**

**CGC 062660 & CCC 1329221**

**(Certified DBE, CSBE, SECTION 3)**

TEL: (754) 245-0102

FAX: (305) 675-9269

AUSTIN@BOFAMINC.COM

1600 N.W 3RD AVENUE,

BLDG. D4

MIAMI, FL 33136

**Date:** August 31, 2022

**Proposal:** # B22-042

**To:** **Mr. Brian Zeltsman**  
 Community Redevelopment Agency  
 Director of Architectural & Dev  
 819 NW 2nd Avenue  
 Miami, FL 33136  
 305-679-6827 (Tel)  
 305-679-6835 (Fax)  
 E-mail: [BZeltsman@miamigov.com](mailto:BZeltsman@miamigov.com)

**Attention:** Mr. Zeltsman

We appreciate the opportunity to submit a proposal on your firm's project.

If you have any questions, please do not hesitate to contact me at (754) 245 – 0102

**Respectfully,** Austin Akinrin

**Project:** **Thomas Building Roofing Close-out with 40/50 Year Recertification**

**Location:** 1021 NW 2<sup>nd</sup> Avenue, Miami, FL 33136

**Quotation:**

**Scope of work:** Furnish all permits, labor, materials, equipment and services for the construction and improvement to include permit close-out of existing roofing reconstruction permit for work previously completed triggering building department requiring improvements to building to comply with 40-year recertification, work is not limited to complete the works as requested by City of Miami 40-Year recertification, code compliance, and as specified in the attached scope of work.

***Base Price***

<b>Thomas Building Roofing Close-out with 40/50 Year Recertification</b>	<b>\$205,800</b>
--	------------------

***Alternates***

<b>Engineering &amp; design fees</b>	<b>\$20,500</b>
<b>Asbestos report &amp; remediation (If required)</b>	<b>\$7,500</b>
<b>Permit Fees (All agencies having jurisdiction)</b>	<b>\$15,000</b>

**Payment:** As agreed

**Specific Exclusions:** Fees (All agencies having jurisdiction)

This proposal may be withdrawn and/or revised in 15 days if not accepted the undersigned owner accepts the above job at the price quoted and agrees to pay for said work as per agreed payment schedule specified herein.

Sincerely,

Austin Akinrin,  
 President

**ACCEPTANCE OF PROPOSAL:** The above prices, specifications and conditions are satisfactory and accepted. You are authorized to do the work as Specified and payments will be made as described above.

**Date of Acceptance:** \_\_\_\_/\_\_\_\_ 2022

**Signature:** \_\_\_\_\_

**Preliminary Scope of Work**  
**40/50 Year Recertification & Improvement**  
**Lawson Thomas Building**  
**1021 NW 2<sup>nd</sup> Ave Updated 8/29/2022**

**DEMOLITION**

- (previously completed)
- Provide new openings for windows/doors as required

**MECHANICAL**

- Furnish and install A/C units (i.e. – air handler and condenser units) as required based on assumed loads for future café use
- Furnish and install new duct work
- Furnish and install new refrigerant lines and covers, drain lines, and A/C stands
- Exterior condenser units to be protected by security screen.
- All mechanical work is based on permitted Mechanical and Plumbing plans

**LOW VOLTAGE ELECTRICAL**

- Furnish and install new data and cable drops at limited locations based on assumptions for 40/50-year recertification use or as determined by Owner

**ELECTRICAL**

- Install Electrical Service and Panel Boxes (including all new interior wiring, electric boxes, switches, receptacles, smoke detectors, breakers, and interior electrical panels)
- Install new electrical service wires between new meter and new interior electrical panels
- Install new interior light fixtures (low-end for temporary use, but permanent wires and conduits)
- Install new exterior light fixture at front entry
- Furnish and install fire alarm system (if required)
- Furnish and install new conduits and associated wiring for new fire alarm system (if required)
- Exit signs as required for each exit

**FIRE PROTECTION**

[Fire protection system only if required by Code]

- Provide and install a minimum of 2 ABC type fire extinguishers

**PLUMBING**

- Provide new sewer lateral
- Provide new water service
- Confirm/supply backflow preventer
- Construct two (2) new ADA-compliant bathroom, with required fixtures, accessories, grab- bars, etc.

## CONCRETE

- Identify and repair all exterior cracks on existing building exterior
- Remove existing broken concrete sidewalk in front and along south side of building
- Removed broken floor slab at exterior North side. Replace with new as per design approved.
- Patch and repair exterior walls or skim coat where needed.
- Pressure clean and paint building exterior
- Interior concrete floor slab: floor leveling min. 2" concrete will be required

## ROOF

- (Previously completed)

## DRYWALL

- Install and finish (i.e. – smooth finish) new drywall and furring at all exterior walls
- Install new framing and drywall at restrooms, a/c closet (if required), and electrical closet (if required).
- Paint building interior white or with colors to be determined by the Owner
- Provide thermal insulation at exterior walls as required by code and sound insulation at interior partitions

## FINISHES

- Floor slab: exposed concrete (float level and smooth)
- Ceiling: exposed; painted black

## WINDOWS & DOORS

- Install new impact glass store front at West façade. Vestibule may be required for door swing.
- Install new impact windows and doors at North façade to allow for future outdoor dining/seating area at mini-park lot owned by the CRA. To include large sliding/ accordion panels opening. (Maintain existing mural at west end)
- Install new metal door at Southeast corner of building for secondary egress

## DESIGN SERVICES

- Coordinate location/condition of existing water and sewer service
- Prepare engineering plans to be submitted to Miami-Dade WASD, DERM, and the city of Miami's Department of Public Works for review, approval, and permit
- Prepare architectural plans to be submitted to the City of Miami's Building Department for review, approval, and permit
- Prepare fire protection plans for permit (if required)
- Coordinate with FPL Central Office to provide electrical service for the project
- Coordinate with MDWASD for new sewer tie-in and water metering

## PAINTING

- Prepare and repair building to receive new paint (Interior)
- Apply one (1) coat primer
- Apply two (2) coats interior paint (Color selection by owner)

## GRAPHIC SCALE

A horizontal ruler scale with markings at 10, 20, 40, and 80. A blue line is drawn from the 20 mark to the 40 mark, with the distance labeled as '26'.

( IN FEET )

1021 NW 2ND AVE  
LAWSON THOMAS BUILDING

FOLIO NO. 01-0101-060-113

SURVEY FOR: 1021 NW 2ND AVENUE  
MIAMI, FLORIDA 33136

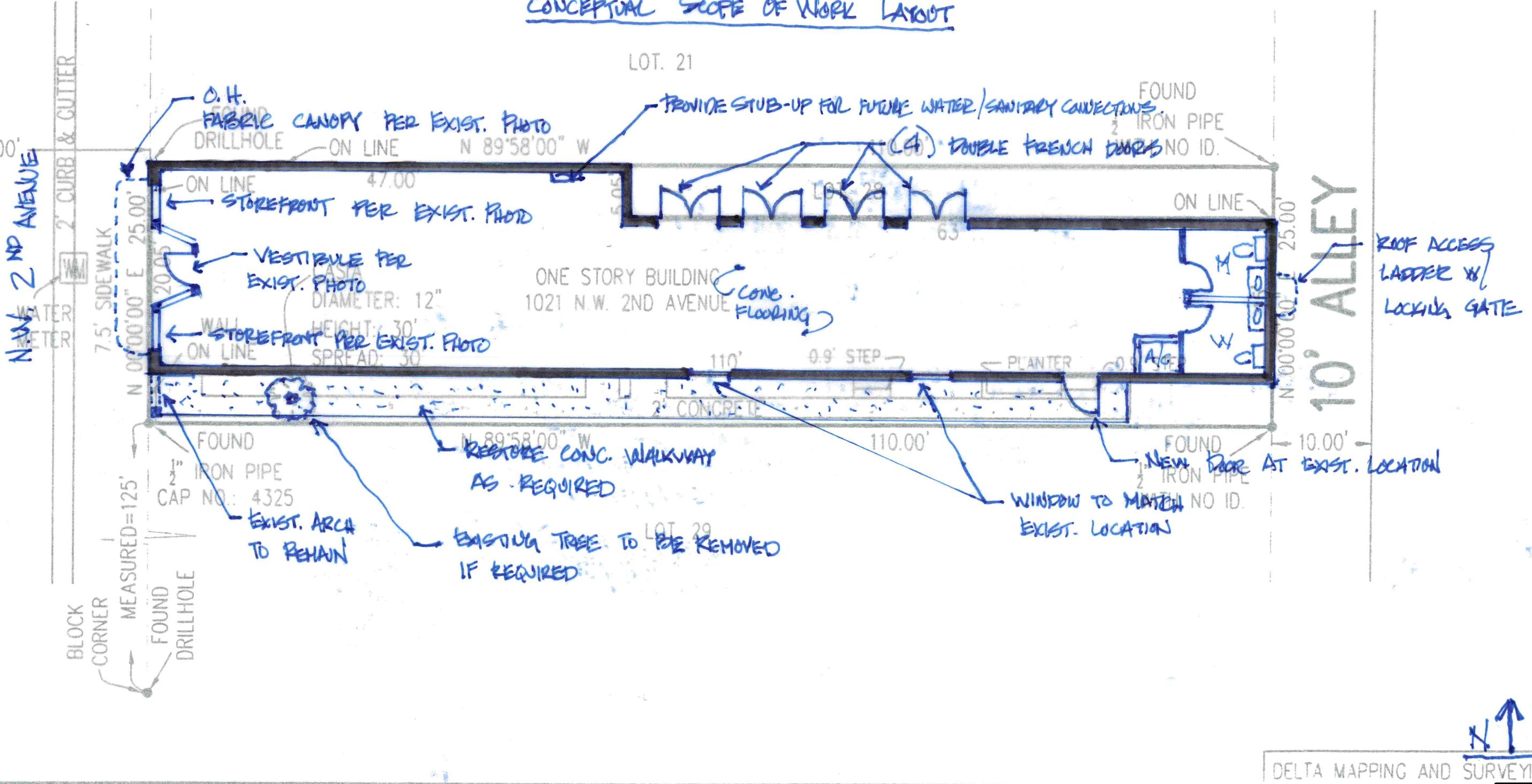
### 4.1.a

I HEREBY CERTIFY: That the BOUNDARY SURVEY of the above captioned property, was completed under my supervision and/or direction, to the best of my knowledge. This survey meets or exceeds the Minimum Technical Standards set forth by the Florida Board of Land Surveyors in Chapter 5J-17 Florida Administrative Code. Pursuant to Section 472.027, Florida Statutes.

~~DELTA MAPPING AND SURVEYING, INC.~~

## CONCEPTUAL SCOPE OF WORK LAYOUT

LOT.



SEOPW Board of Commissioners Meeting  
October 27, 2022SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Date: October 20, 2022 File: 12825  
Members of the CRA Board



Subject: Grant to Norwood Consulting, Inc.

From: James McQueen  
Executive Director

Enclosures: File # 12825- Backup

**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) authorizes the issuance of a grant to Norwood Consulting, Inc. (doing business as Hampton Art Lovers (“HAL”), in an amount not to exceed \$150,000.00 for the first year, with the option to renew for one additional one-year period, subject to funding availability, to underwrite costs associated with producing cultural programming and art exhibitions at the Historic Ward Rooming House for 2022 - 2023. In addition, HAL presents a curated panoramic experience annually at the Historic Ward Rooming Housing for Soul Basel during the week of Miami’s Art Basel. As a result of the COVID-19 pandemic, HAL has a surplus of funds in the budget that can carry over to the fiscal year 2022 - 2023. The carryover funds will be applied to the whole operation of HAL.

Since 2018, HAL has been the proud operator of the Historic Ward Rooming House Gallery in Overtown at 249 N.W. 9th Street, Miami, Florida 33136. The Historic Ward Rooming House functions as a centerpiece of the Historic Overtown Culture Entertainment District Master Plan. Built in the era of Overtown’s historic heyday, when it was known as “Colored Town,” the Ward Rooming House is a tribute to the history of Miami’s oldest historic black community in the City of Miami. HAL has been covered numerous times by the Miami Herald, Miami Times, and National Media and engages the community through the arts by hosting a traditional gallery alongside community events.

**JUSTIFICATION:**

Section 2, Goal 5, at page 10 of the 2018 Southeast Overtown/Park West Community Redevelopment Updated Plan (the “Updated Plan”) lists the [p]romotion and marketing of the community” as a stated redevelopment goal.

Section 2, Principle 6 at page 14 of the Updated Plan lists the promotion of “local cultural events, institutions, and businesses,” as a stated redevelopment principle.

Section 2, Principle 14 at page 15 of the Updated Plan lists “restor[ing] a sense of community and unify[ing] the area culturally” as a stated redevelopment principle.

**FUNDING:**

\$150,000.00 allocated from SEOPW “Other Grants and Aids” Account No. 10050.920101.883000. 0000.00000.

**FACT SHEET:**

**Company name:** Norwood Consulting, Inc. (doing business as Hampton Art Lovers (“HAL”)

**Address:** 249 NW 9th Street, Miami, Florida 33136

**Number of participants:** 50 - 100

**Funding request:** \$150,000.00

**Term:** 1 year

**Age range of participants:** 18 - 70

**Scope of work or services (Summary):** Producing cultural programming and art exhibitions at the Historic Ward Rooming House. In addition, HAL presents a curated panoramic experience annually at the Historic Ward Rooming Housing for Soul Basel during the week of Miami’s Art Basel.

**Item proven accomplishments (*if applicable*):**

- HAL has been covered numerous times by the Miami Herald, Miami Times and National Media.
- Hosted national personalities like Author and Professor Michael Eric Dyson and the General President of Alpha Phi Alpha and Chairman of the Council of Presidents of the National Pan-Hellenic Council, Dr. Everett Ward. HAL’s exhibitions included the HAL curated show of the private art collection of Maya Angelou

**Current SEOPW CRA projects that will benefit (*if applicable*):**

1. SEOPW CRA Entertainment District

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** October 27, 2022

**CRA Section:**

**Brief description of CRA Agenda Item:**

Authorizing the issuance of a grant to Norwood Consulting, Inc., in an amount not to exceed \$150,000.00 for this first year, with the option to renew for one additional one-year period.

Project Number (if applicable):

YES, there are sufficient funds in Line Item:

Account Code: 10050.920101.883000.0000.00000 Amount: \$ 150,000.00

NO (Complete the following source of funds information):

Amount budgeted in the line item: \$

Balance in the line item: \$

Amount needed in the line item: \$

Sufficient funds will be transferred from the following line items:

ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:



James McQueen, Executive Director 10/20/2022

Approval:



Miguel A. Valentin, Finance Officer 10/20/2022



# Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 12825

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") AUTHORIZING THE ISSUANCE OF A GRANT TO NORWOOD CONSULTING, INC. DOING BUSINESS AS HAMPTON ART LOVERS ("HAC"), IN AN AMOUNT NOT TO EXCEED \$150,000.00 FOR THE FIRST YEAR, WITH THE OPTION TO RENEW FOR ONE ADDITIONAL ONE-YEAR PERIOD, SUBJECT TO FUNDING AVAILABILITY, TO UNDERWRITE COSTS ASSOCIATED WITH PRODUCING CULTURAL PROGRAMMING AND ART EXHIBITIONS AT THE HISTORIC WARD ROOMING HOUSE FOR FISCAL YEARS 2022 - 2023; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE AND PROVIDING FOR THE INCORPORATION OF RECITALS AN EFFECTIVE DATE; FUNDS TO BE ALLOCATED FROM SEOPW "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Redevelopment Updated Plan (the "Updated Plan"); and

WHEREAS, Section 2, Goal 5, at page 10 of Updated Plan lists the [p]romotion and marketing of the community" as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 6 at page 14 of the Updated Plan lists the promotion of "local cultural events, institutions, and businesses," as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 14 at page 15 of the Updated Plan lists "restor[ing] a sense of community and unify[ing] the area culturally" as a stated redevelopment principle; and

WHEREAS, the SEOPW CRA has been funding HAL for the past 3 years; and

WHEREAS, since 2018, HAL has been the proud operator of the Historic Ward Rooming House Gallery located in Overtown at 249 N.W. 9th Street, Miami, Florida 33136 and owned by the SEOPW CRA; and

WHEREAS, the Historic Ward Rooming House functions as a centerpiece of the Historic Overtown Culture Entertainment District Master Plan. Built in the era of Overtown's historic

heyday, when it was known as "Colored Town," the Ward Rooming House stands as a tribute to the history of Miami's oldest historic black community in the City of Miami. As one of the few remaining buildings of its time, a seemingly ordinary rooming house becomes significant for the larger role it serves in preserving the history and architecture of Miami's black community; and

WHEREAS, HAL engages the community through the arts, by hosting a traditional gallery alongside community events; and

WHEREAS, due to a reduction in programming as a result of the COVID-19 pandemic, HAL has a surplus of funds in budget that can be carried over to fiscal year 2022 - 2023. The carryover funds would be used for the full return of the Point Comfort Art Fair; and

WHEREAS, the Board of Commissioners wishes to authorize the issuance of a grant to Norwood Consulting Inc., in an amount not to exceed \$150,000.00 for the first year with the option to renew for one additional one-year period, subject to funding availability, to underwrite costs associated with producing cultural programming and art exhibitions at the Historic Ward Rooming House for 2022 - 2023; and

WHEREAS, the Board of Commissioners finds that such a grant would further the aforementioned redevelopment goals and objectives;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes the issuance of a grant to Norwood Consulting Inc., in an amount not to exceed to \$150,000.00 for the first year, with the option to renew for one additional one-year period, subject to funding availability, to underwrite costs associated with producing cultural programming and art exhibitions at the Historic Ward Rooming House for 2022 – 2023.

Section 3. The Executive Director is authorized to execute all documents necessary for the purposes set forth above.

Section 4. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 5. Funds are to be allocated from SEOPW Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Vincent T. Brown, Staff Counsel

10/20/2022

## **Hampton Art Lovers / Historic Ward Rooming House S.E. Overtown / Park West CRA Program Proposal and Proposed Budget 2022-2023**



### **About Hampton Art Lovers (HAL)**

Hampton Art Lovers' mission is to accentuate the inspirational unifying and enriching aspects of African-American Fine Art in new and old settings. We are passionate supporters of Hampton University's longstanding commitment to African-American art, the Hampton University Museum Collection, and the International Review of African American (Published by the University since 1976).

Hampton Art Lovers honors the heart and soul of African-American fine artists and make their work discoverable by anyone who loves art. Hampton Art Lovers believes that understanding culture increasingly vital in the modern world. We live in a knowledge economy where demonetization is rampant. It is a world in which technology can render previously expensive and/or inaccessible products and services much cheaper-or even free. Intense, experiential learning is the currency of the knowledge economy and lovers of art do this naturally. Hampton Art Lovers believe that through culture and education we can improve our communities and communities all over the world.

### **Historic Ward Rooming House Gallery**

Since 2018, Hampton Art Lovers has been the proud operators of the Historic Ward Rooming House Gallery, owned by the S.E. Overtown / Park West CRA and the centerpiece of the Historic Overtown Culture Entertainment District Master Plan. Built in the era of Overtown's historic heyday, when it was known as "Colored Town," the Ward Rooming House stands as a tribute to the history of the oldest historic black community in the City of Miami. Its location on NW 9th Street integrated it into the epicenter of Overtown's social life and business district. As one of the few remaining buildings of its time, a seemingly ordinary rooming house becomes significant for the larger role it serves in preserving the history and architecture of Miami's black community. The future of the Ward Rooming House looks promising because it is included in current Overtown preservation efforts for community development and rehabilitation.

### **HAL/CRA Partnership**

Our partnership began fully in November 2018, with our Elizabeth Catlett show at the Ward and the Ernie Barnes Show at the OPAC (Art Basel 2018). We then extended the partnership through Black History Month. Based on the successes that followed, we mutually decided that a year long partnership was sustainable. Today, we are thankful for your investment in HAL to provide culture and programming at the Ward Rooming House.

Our capacity has grown and we've shown results, we used your dollars wisely. We have been covered numerous times by the Miami Herald, Miami Times and National Media. We've hosted national personalities like Author and Professor Michael Eric Dyson and the General President of Alpha Phi Alpha and Chairman of the the Council of Presidents of the National Pan-Hellenic Council, Dr. Everett Ward. Our exhibitions included the HAL curated show of the private art collection of Maya Angelou.

Our programming engages many facets of our community. We've created strategic partnerships with community based organizations and corporate partnerships showcasing the Ward Rooming House Gallery as place that all are welcome. Hampton Art Lovers

engages the community through the arts, we are a traditional gallery but we also make the effort to develop shows purely for exhibition. We have a public and a private mission which makes our relationship with the CRA the quintessential public/private partnership.

So many people have visited the gallery and by doing so are reintroduced to Overtown, and its resurgent development led by your agency. These partnerships helped to stretch your investments. We've produced six shows plus our Art Basel Fair (Point Comfort). Although our grant last year only required four shows, we wanted to do more and we did so within budget.

### **HAL/FIU Wolfsonian Partnership**

In the past year we've developed a formal partnership with Florida International University's Wolfsonian Museum's Public Humanities Lab. They approached us, and requested to be apart of our programming, they saw value in our work based on the innovative strategies we've developed to engage community. This WPHL collaboration with the Hampton Art Lovers and Historic Ward Rooming House Gallery began with four Story Gathering Saturdays, held from August to October of 2021. These community events collected and preserved oral histories of Black families and the Great Migration, which echoed and complemented our curated exhibition, ["One Way Ticket: Movement, Migrations and Liberty."](#) That exhibition explored stories of freedom and liberty through the poetry of Langston Hughes and artwork of Jacob Lawrence, with other works from Charles White, Basil Watson, John Biggers, Charles Alston, David Driskell, Leroy Campbell, Anthony Reed II (Mojo) and Marvin Weeks. These free community events featured live jazz and fish fry courtesy of Captain Gooch.

### **Selected Events from Last Year:**

- Overtown Birthday Celebration
- Planet Afropunk Welcome Reception
- Poetry Under a Simple Tree
- Shine a Light on Racism and Antisemitism: Black and Jewish Relations
- View from the Upper Room: Bob Dylan and Greg Tate
- Films Under a Simple Tree: Light Found in the Dark, The Life of Steve Gallon (Part II)
- Too Black Too Fast : Art Exhibit showcasing history of African American jockeys

**\*See attached pictures**

### **Point Comfort Art Fair (2021)**

Hampton Art Lovers (HAL) presented its 3<sup>rd</sup> installment of its Miami Art Week/Art Basel/Soul Basel art fair and show in 2021, during Art Basel and Miami Art Week. **Point Comfort Art Fair + Show** was held at the Historic Ward Rooming House Gallery, in Historic Overtown, Miami. The art show was held inside the gallery and the art fair behind the gallery in a fully enclosed, controlled tent. Point Comfort showcased the works of contemporary and appreciated artists. On display in the gallery and in a temperature-controlled tent attached to Historic Ward Rooming House. The Art Fair also hosted events, including our Indaba Artists Conversations, Music and Cultural Nightlife Events. Point Comfort was an enormous success, and community driven with free access to local residents. We partnered with B.E.T (Black Entertainment Television), Duke & Dame Spirits, Alpha Phi Alpha Sorority, Wilkie D. Ferguson Bar Association, Florida International University / Wolfsonian Public Humanities Lab, Florida New Majority; just to name a few of our corporate and community partners.

We are a proud partner of Soul Basel. Soul Basel was formed to ensure that Black Art and Culture has a place and a home in Miami during Art Basel/Miami Art Week. Soul Basel is centered in Overtown and sponsored and supported by the Southeast Overtown/Park West Community Redevelopment Agency (SEOPWCRA) and the Greater Miami Convention & Visitors Bureau (GMCVB) Art of Black Miami.

The name "Point Comfort" is derived from the place in colonial Virginia where the first captives from the West African Kingdom of Ndongo (Angola) arrived in late August of 1619. History teaches us that although the people of Ndongo and other African tribes lost their native tongues, many of their traditions continue in the song, dance, arts, rituals and cuisine of today's African American community. "Point Comfort Art Fair + Show" celebrates these remnants, we are thankful for what has survived and we showcase the African-American contributions to American fine art it has produced.

One of our key contributions to Miami Art Week is to showcase historical collections from Black institutions, this year we featured "One Way Ticket: Movement, Migration and Liberty featuring Langston Hughes, Jacob Lawrence, Charles White, Henry Tanner, Lois Mailou Jones and Elizabeth Catlett" from The Norwood Collection. African-Americans have always attempted to find freedom in foreign lands, whether from the South to the North during the Great Migration, or to Mexico where Elizabeth Catlett fled to in the 1940s to escape the American government. Henry Tanner left Philadelphia in the 1890s to Paris to become the first internationally recognized African-American Artist or Louis Mailou Jones who found a home in France and Haiti and became the first Black female artist to attain international fame. These artists are worthy to be honored as pioneers. Some took a "One Way Ticket" to never return to their birthplaces, we celebrate their boldness to dream and aspire for respect outside of the confines of America.

Point Comfort's 2021 Cultural Ambassador was artist Bisa Butler. Bisa's cultural impact may exceed her art someday soon. In her work she is telling the story— The African American side— of this American life. Her use of vintage photos to bring light to untold stories through the medium of quilting **is not just art**. Butler's works build on a long tradition, African-American women were needed for spinning, weaving, sewing and quilting on plantations and in other wealthy households in the antebellum south. As a historical textile art form, quilting is indelibly linked to the past. Black quiltmakers were obliged to encrypt messages in their quilts. They communicated with one another using signs and symbols both ordinary and supernatural. Bisa Butler's work today is beyond art, and we're honored to have her join Point Comfort as our cultural ambassador.

**POINT COMFORT Art Fair "ARTISTS":** [Judy Bowman](#), [Athlone Clarke](#), [Tiffani Glenn](#), [Sunny Gravely](#), [Rodney 'BUCK!' Herring](#), [Dennis Manuel](#), [Phillip Shung](#), [Benford D. Stellmacher, Jr.](#), [Gene Tinnie](#), [Basil Watson Purvis Young](#)

### **COVID PANDEMIC – Suspension of Programming**

COVID affected the lives of the entire global community. Hampton Art Lovers suspended operation in March until July in 2020. We opened up a show in July 2020, but we held no events and it was by appointment only. We followed all the relevant federal, state and local COVID and CDC Guidelines. We even partnered with Johnson & Johnson to promote clinical trial participation for vaccine research. Because of COVID we are requested that we carry over our remaining budget into the fiscal year 2021-2022, thus increasing our \$125,000 grant for 21-22 by the carry-over amount. We are still catching up and requesting to carryover funds from 201-2022 into the new fiscal year.

## Funding Request

- Year Round Programming Request: \$150,000 for 2022-2023
- Point Comfort Art Fair Programming Request: \$125,000 for 2022-2023
- Carryover 2021-2022 funds (due to COVID)

We are gracious partners and we look forward to a new and exciting year!

## Media Highlights 2022

- How do you celebrate Juneteenth in South Florida? Here's what to know about events <https://www.miamiherald.com/news/local/article262552377.html>
- AFROPUNK comes to Miami for the first time to bring the diaspora together <https://www.miamiherald.com/news/local/community/miami-dade/article261352762.html>
- Art Basel Miami 2021: 6 Must-Attend Events Not To Miss | News

<https://www.bet.com/article/8kz852/art-basel-miami-beach-2021-6-things-to-do>

- Chris Norwood brings Black art to historic building [https://www.miamitimesonline.com/dreamers/chris-norwood-brings-black-art-to-historic-building/article\\_cf630054-933d-11ec-add1-17a6b3c8ba25.html](https://www.miamitimesonline.com/dreamers/chris-norwood-brings-black-art-to-historic-building/article_cf630054-933d-11ec-add1-17a6b3c8ba25.html)
- This Black art gallery is throwing Overtown a birthday party. You're invited [www.miamiherald.com/entertainment/visual-arts/article263686473.html](https://www.miamiherald.com/entertainment/visual-arts/article263686473.html)
- Overtown Born Day celebrated July 30

[https://www.miamitimesonline.com/lifestyles/arts\\_culture/overtown-born-day-celebrated-july-30/article\\_533fe9d4-12d0-11ed-b372-9f15f4422268.html](https://www.miamitimesonline.com/lifestyles/arts_culture/overtown-born-day-celebrated-july-30/article_533fe9d4-12d0-11ed-b372-9f15f4422268.html)

## Media Highlights (Previous Years)

- Miami DJ's exhibit showcases pandemic, protest photos of 2020 <https://www.miamiherald.com/news/local/community/miami-dade/downtown-miami/article250604069.html>
- Its a New Day in old Overtown, Miami's original Black district is making a comeback <https://www.miamiherald.com/news/local/community/miami-dade/downtown-miami/article251013314.html>
- Hampton Art Lovers Supporting African American Artists in Miami <https://sflcn.com/hampton-art-lovers-supporting-african-american-artists-in-miami/>
- The 14 Best Things to Do in Miami This Week <https://www.miaminewtimes.com/arts/best-things-to-do-in-miami-this-week-april-8-14-2021-12085068>
- Nine Galleries to Check During Miami Art Week 2020 <https://www.miaminewtimes.com/arts/miami-art-week-2020-gallery-guide-11748504>
- Basil Watson "Awakening" Show [https://www.miamiaztine.com/Features.php?op=Gallery\\_15704588328658](https://www.miamiaztine.com/Features.php?op=Gallery_15704588328658)
- Maya Angelou "Art of the Caged Bird Singing" Show <https://www.caribbeannationalweekly.com/news/hampton-art-lovers-presents-the-art-of-acaged-bird-singing/>
- Phil Shung "Code Noir" Show <http://www.sfltimes.com/soflo-live/art-lovers-feature-code-noir-and-angelous-own>

- Elizabeth Catlett “Hampton Arts Tradition” Show  
<https://www.miamiherald.com/opinion/op-ed/article226599304.html>
- Point Comfort Art Fair <https://www.miamiherald.com/entertainment/visual-arts/art-basel/article237800049.html>
- Miami MoCAAD “Reconstructing Identity” Show  
<https://www.miaminewtimes.com/arts/things-to-do-miami-mocaads-reconstructing-identity-atward-rooming-house-through-june-27-11195526>
- The Norwood Collection “Ebony Broadsides: Celebration of the Masters” Show  
[https://www.miamitimesonline.com/lifestyles/an-exhibit-in-overtown-explores-black-artistscontributions-to-fine-art-posters/article\\_8efea4a0-5ba5-11e9-9b5d-83874f638ec1.html](https://www.miamitimesonline.com/lifestyles/an-exhibit-in-overtown-explores-black-artistscontributions-to-fine-art-posters/article_8efea4a0-5ba5-11e9-9b5d-83874f638ec1.html)
- Ernie Barnes “From Pads to Palette” Show (Superbowl Weekend)  
<https://thewestsidegazette.com/ernie-barnes-from-pads-to-palette-art-of-a-former-nfl-player/>
- “Art of the Southern Vernacular” Show <https://www.evensi.us/art-southern-vernacular-featuring-leroy-campbell-krystal-hart-historicward-rooming-house/377522411>
- “Purvis Young Comes Home: Manchild in the Premised Land”  
<https://www.miamiherald.com/entertainment/visual-arts/article244107762>

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**Hampton Art Lovers at the Historic Ward Rooming House**  
**One-Year Calendar of Exhibitions - 2022-2023**

**July - October**

**Starry Crown: Art of #BlackGirlMagic**

**November**

**“Move On Up” : Charles White and His Life in Art**

**December**

**“Point Comfort Art Fair”**

**March - July**

**“Lois Mailou Jones: Grand Dame of American Art”**

**August - December**

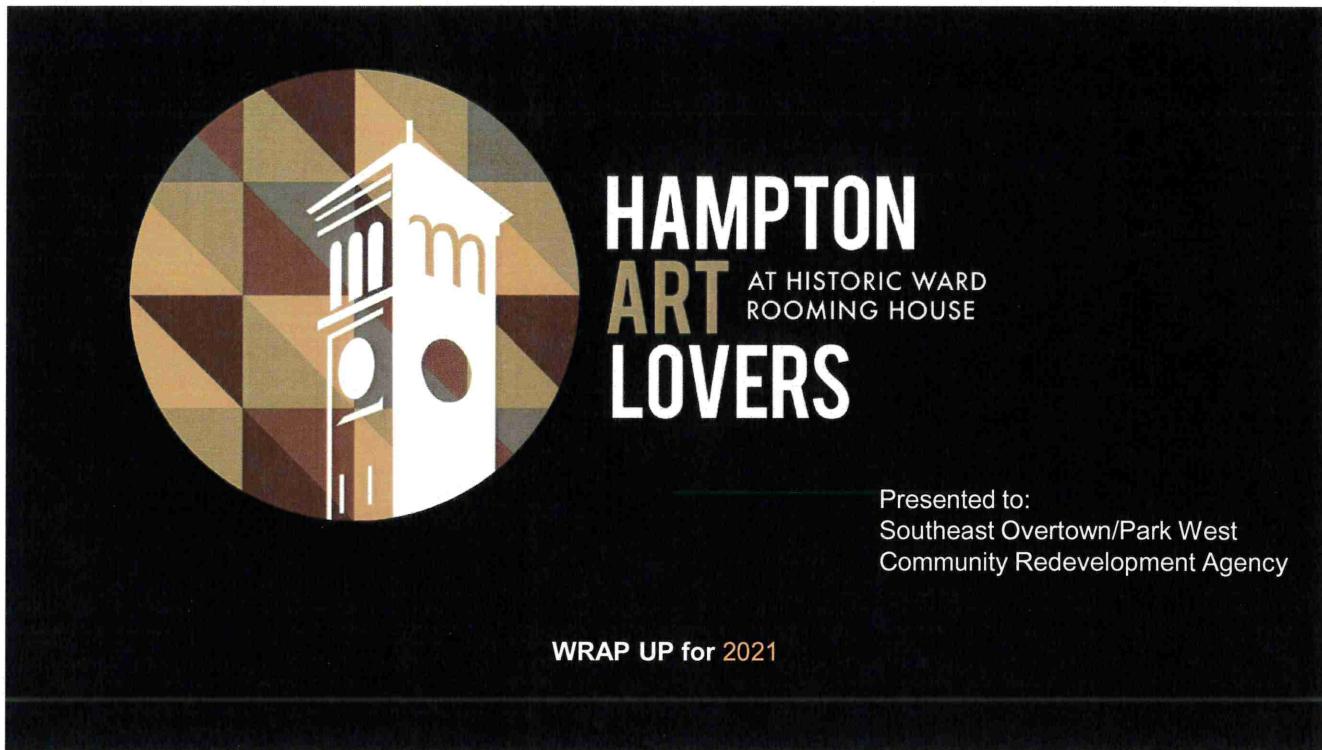
**“Henry O. Tanner: First Among Equals”**

**December**

**“Point Comfort Art Fair”**

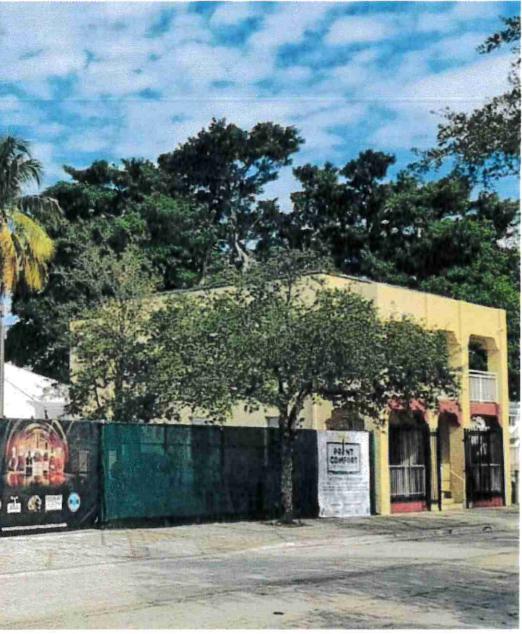
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All exhibition include youth tours, community events, artist workshops.



1

**HAMPTON ART LOVERS**



A photograph of a yellow, single-story building with a red roof and a balcony. The building is surrounded by trees and a green fence. A small sign on the fence reads 'ARTS COUNCIL'.



The logo is a circular graphic featuring a stylized building with a checkered pattern of brown, tan, and white.

**Hampton Art Lovers (HAL)** was created to curate the works of legacy and emerging African-American fine artists for people, artists and brands. We create a narrative around the African-American story told through the eyes of the artists that lived it.

We inspire the appreciation of African-American fine art. We honor the heart and soul of fine artists and make their work accessible to anyone who loves art. Hampton Art Lovers believes that understanding culture through experiencing the arts is becoming increasingly vital in the modern world. We live in an information economy, a world in which technology can provide access to products and services that have been previously inaccessible. Intense, experiential learning is the currency of the knowledge economy and lovers of art do this naturally. Hampton Art Lovers believes that through culture and arts education we can improve our communities and communities all over the world.

2

# The Eye of AFROPUNK



# AFRO PUNK.

3

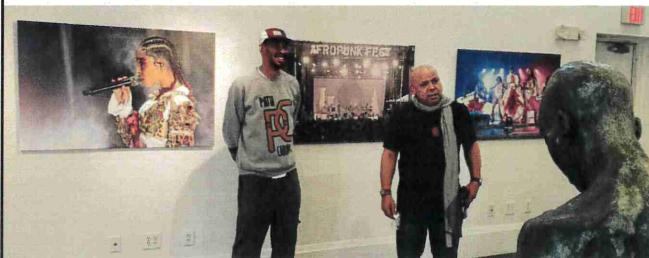
## The Eye of AFROPUNK



## The Eye of AFROPUNK



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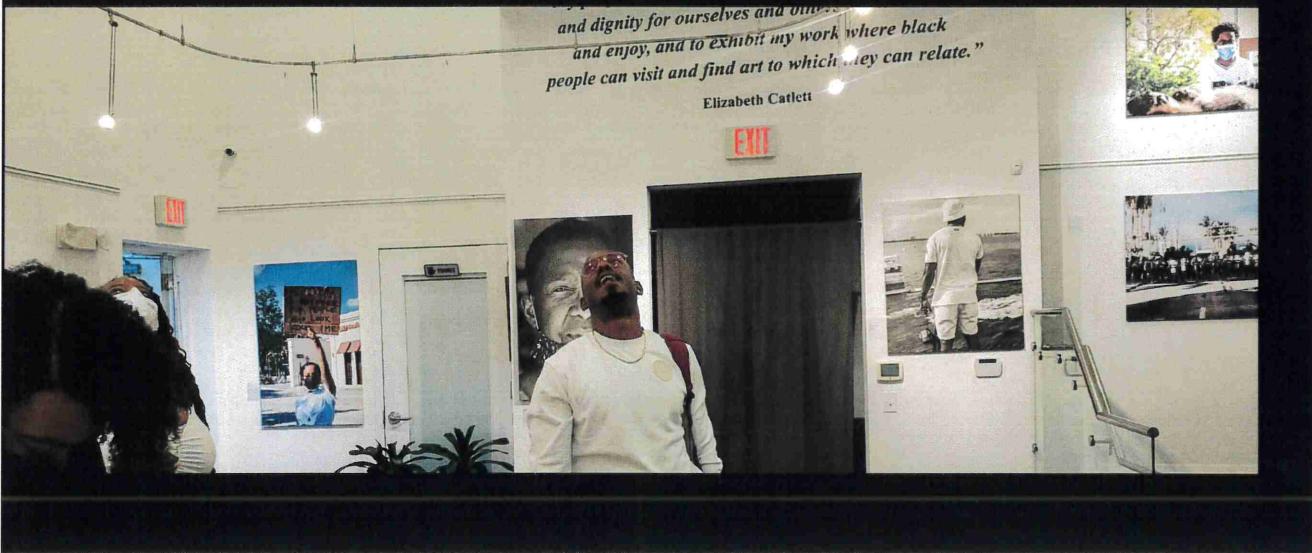
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## The Eye of AFROPUNK



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## To Miami With Love

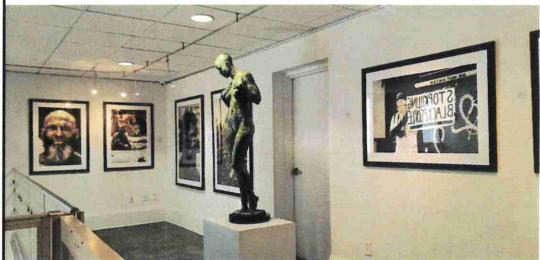


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## To Miami With Love



8

**To Miami With Love**

9

**To Miami With Love**

10

## To Miami With Love



Miami Herald

DOWNTOWN MIAMI

### DJ who traded turntables for a camera in 2020 debuts exhibit mixing both passions

BY C. ISAIAH SMALLS II

APRIL 16, 2021 11:36 AM, UPDATED APRIL 16, 2021 06:05 PM



In May of 2020, Rahsaan Alexander was concerned.

The onset of COVID-19 had paused his life. With Miami's nightlife industry shutdown, Alexander, a popular DJ in the Miami area, needed a new way to let his creative juices flow. So he turned to a pastime he abandoned two decades ago: photography.

What he captured over the next seven months became "To Miami, with Love: Art and Protest of Pandemic Life," an exhibition now open at Overtown's Historic Ward Rooming House that features excerpts from the [eponymous book](#) he self-published in December. The show, curated by [Hampton Art Lovers](#) and running

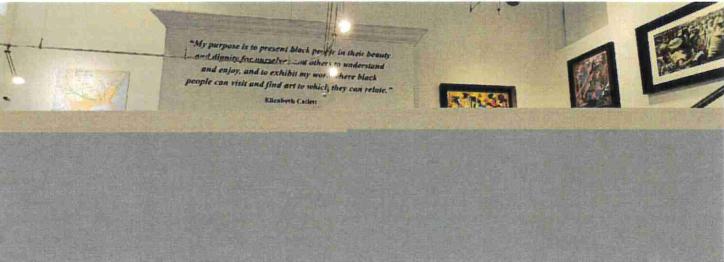


11

## One-Way Ticket



12

**One-Way Ticket**© The Estate of the Artist

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**One-Way Ticket**© The Estate of the Artist

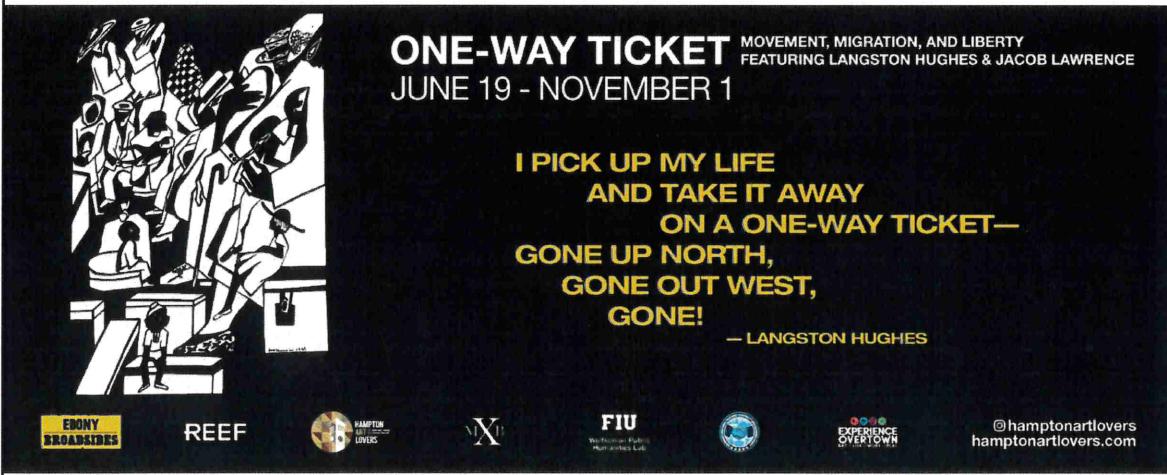
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## One-Way Ticket



15

## One-Way Ticket



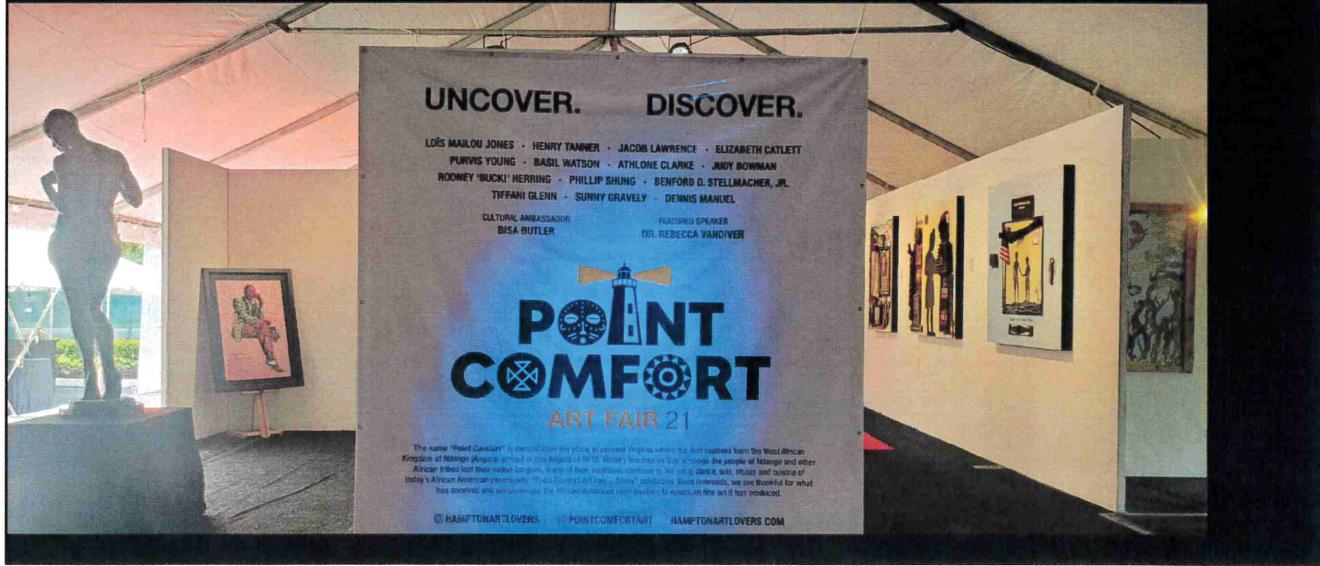
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## One-Way Ticket



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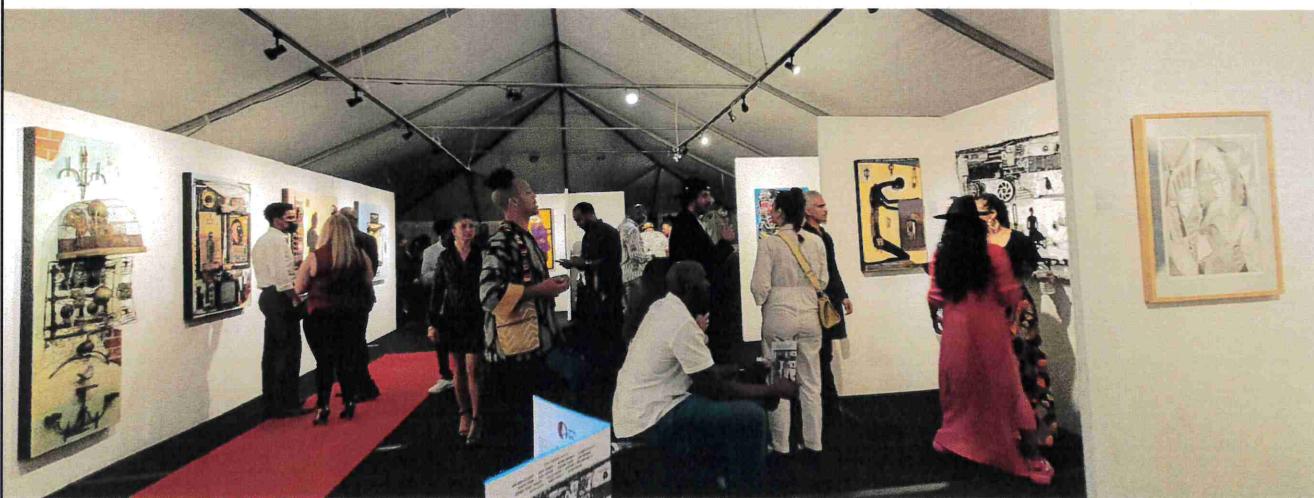
## Point Comfort Art Fair + Show 2021



18

**Point Comfort Art Fair + Show 2021**

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**Point Comfort Art Fair + Show 2021**

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## Point Comfort Art Fair + Show 2021



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## Point Comfort Art Fair + Show 2021



22

**NORWOOD CONSULTING, INC.**  
**"Ebony Broadsides: Celebration of the Masters" Exhibitions**

	Proposed Budget 2022-2023 **	Modification Request # 1 2020-2021	Proposed Budget 2022-2023 **
<b>Staff</b>	\$20,000.00		\$20,000.00
<b>Tent</b>	10,000.00		10,000.00
<b>Insurance</b>	5,000.00		5,000.00
<b>Shipping</b>	8,000.00		8,000.00
<b>Installation</b>	3,000.00		3,000.00
<b>Curation</b>	20,000.00		20,000.00
<b>Printing</b>	4,000.00		4,000.00
<b>Décor</b>	3,000.00		3,000.00
<b>Opening Ceremony</b>	2,000.00		2,000.00
<b>School/Student/Seniors</b>	2,000.00		2,000.00
<b>Transportation</b>			
<b>Marketing</b>	18,000.00		18,000.00
<b>Production</b>	19,000.00		19,000.00
<b>Community Events</b>	25,000.00		25,000.00
<b>Framing</b>	5,000.00		5,000.00
<b>Security</b>	2,000.00		2,000.00
<b>Storage</b>	2,000.00		2,000.00
<b>Closing &amp; Cleaning</b>	2,000.00		2,000.00
<b>TOTAL</b>	\$150,000.00		\$150,000.00

\*\* We are requesting to carry over unused funds due to covid in 2021-2022

## GRANT AGREEMENT

This GRANT AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of \_\_\_\_\_ ("Effective Date") by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "SEOPW CRA"), and NORWOOD CONSULTING, INC., a Florida non-profit corporation ("Grantee").

### RECITALS

A. WHEREAS, the SEOPW CRA is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Updated Redevelopment Plan, as amended and restated (the "Updated Plan"); and

B. WHEREAS, Section 2, Goal 5, at page 10 of Updated Plan lists the [p]romotion and marketing of the community" as a stated redevelopment goal; and

C. WHEREAS, Section 2, Principle 6 at page 14 of the Updated Plan lists the promotion of "local cultural events, institutions, and businesses," as a stated redevelopment principle; and

D. WHEREAS, Section 2, Principle 14 at page 15 of the Updated Plan lists "restor[ing] a sense of community and unify[ing] the area culturally" as a stated redevelopment principle; and

E. WHEREAS, since 2018, Grantee has operated the Historic Ward Rooming House Gallery located in Overtown at 249 NW 9th Street, Miami, Florida 33136 and owned by the SEOPW CRA; and

F. WHEREAS, Grantee has been covered numerous times by local and national media for its activities which engage the community through the arts, by hosting a traditional gallery alongside community events including the Point Comfort Art Fair, (the "Program"); and

G. WHEREAS, on October 27, 2022, the Board of Commissioners passed and adopted Resolution No. CRA-R-22 attached hereto as **Exhibit "A"**, authorizing the issuance of a grant, in an amount not to exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00) to Grantee to underwrite costs associated with the Program (the "Grant") for use in fiscal year 2022 – 2023; and

H. WHEREAS, at the SEOPW CRA's sole option, this Agreement and Grantee's Grant may be renewed for one additional one-year period; and

I. WHEREAS, the parties wish to enter into this Agreement to set forth the terms and conditions relating to the use of the Grant.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt and sufficient of which is hereby acknowledged, the SEOPW CRA and Grantee agree as follows:

1. **RECITALS.** The Recitals to this Agreement are true and correct, and are incorporated

herein by referenced and made a part hereof.

2. **GRANT.** Subject to the terms and conditions set forth herein and Grantee's compliance with all of its obligations hereunder, the SEOPW CRA hereby agrees to make available, to Grantee, the Grant to be used for the purpose and disbursed in the manner hereinafter provided.

3. **USE OF GRANT.** The Grant shall be used to underwrite costs associated with the Program, in accordance with Scope of Work and Budget in **Exhibit "B"**, attached hereto and incorporated herein. The SEOPW CRA is not obligated to expend additional funds beyond the approved grant.

4. **TERM.**

a. **INITIAL TERM.** The term of this Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of one (1) year from the Effective Date written above, full disbursement of One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00), or earlier as provided for herein; provided, however, that the following rights of the SEOPW CRA shall survive the expiration or early termination of this Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties, and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

b. **RENEWAL OPTION.** At the SEOPW CRA's sole option, this Agreement and Grantee's Grant may be renewed for one additional one-year term.

5. **DISBURSEMENT OF GRANT.**

a. **GENERALLY.** Subject to the terms and conditions contained in this Agreement, the SEOPWCRA shall make available to Grantee up to One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). In no event shall payments to Grantee under this Agreement exceed One Hundred Fifty Thousand Dollars and No Cents (\$150,000.00). Payments shall be made to Grantee or directly to vendors on behalf of Grantee, only after the SEOPW CRA has received and approved requests for disbursement in accordance with the SEOPW CRA and Grantee approved Scope of Work and Budget.

b. **REQUESTS FOR DISBURSEMENT OF GRANT FUNDS.** All requests for the disbursement of grant funds shall be submitted in writing to the SEOPW CRA by Grantee's authorized representative prior to the termination of this Agreement. All such requests must be accompanied by supporting documents reflecting the use of grant funds in accordance with the Program's approved Scope of Work and Budget, as reflected in **Exhibit "B"**. For purposes of this Agreement, "supporting documentation" may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Program shall be in Grantee's name, and not in the name of the SEOPW CRA in light of Grantee's inability to bind the SEOPW CRA to any legal and/or monetary obligation whatsoever. The SEOPW CRA reserves the right to request additional supporting documentation for any expenditures, and the SEOPW CRA reserves the right to deny any and all requests it deems to be outside of the approved Scope of Work and Budget. Grantee's failure to provide additional supporting documentation or explanation regarding expenses incurred, when requested by the SEOPW CRA, shall serve as grounds for immediate termination of this Agreement, and Grantee solely shall bear all costs associated with any expenditures not approved by the SEOPW CRA.

c. **CASH TRANSACTIONS PROHIBITED.** The parties agree that no payment will be made to Grantee as a reimbursement for any Program-specific expenditure paid in cash. Grantee

acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Agreement.

d. NO ADVANCE PAYMENTS. The SEOPW CRA shall not make advance payments to the Grantee or Grantee's vendors for services not performed or for goods, materials, or equipment which have not been delivered to the Grantee for use in connection with the Program.

6. COMPLIANCE WITH POLICIES AND PROCEDURES. Grantee understands that the use of the Grant is subject to specific reporting, record keeping, administrative, and contracting guidelines and other requirements affecting the SEOPW CRA's activities in issuing the Grant. The SEOPW CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, Grantee represents and warrants that it will comply, and the Grant will be used in accordance with all applicable federal, state and local codes, laws, rules, and regulations.

7. REMEDIES FOR NON-COMPLIANCE. If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Agreement, the SEOPW CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the Grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Program; or
- e. Take such other remedies that may be legally permitted.

8. RECORDS AND REPORTS/AUDITS AND EVALUATION.

a. PUBLIC RECORDS; MAINTENANCE OF RECORDS. This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the SEOPW CRA's audit rights in Section 8(c) below, the Grantee acknowledges and accepts the SEOPW CRA's right to access the Grantee's records, legal representatives', and contractors' records, and the obligation of the Grantees to retain and to make those records available upon request, and in accordance with all applicable laws. The Grantee shall keep and maintain records to show its compliance with this Agreement. In addition, the Grantee's contractors and subcontractors must make available, upon the SEOPW CRA's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Grantee, its contractors and subcontractors shall retain records related to this Agreement or the Program for a period of five (5) years after the expiration, early termination or cancellation of this Agreement.

b. REPORTS. The Grantee shall deliver to the SEOPW CRA reports relating to the use of the Grant to the SEOPW CRA on a monthly basis, including details regarding supportive services provided to residents of the Redevelopment Area. Failure to provide said reports shall result in grant funds being withheld until Grantee has complied with this provision. Thereafter, continued failure by Grantee in providing such reports shall be considered a default under this Agreement.

c. AUDIT RIGHTS. The SEOPW CRA shall have the right to conduct audits of the Grantee's records pertaining to the Grant and to visit the Program, in order to conduct its monitoring and evaluation activities. Grantee agrees to cooperate with the SEOPW CRA in the performance of

these activities. Such audits shall take place at a mutually agreeable date and time.

d. **FAILURE TO COMPLY.** Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the SEOPW CRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the SEOPW CRA.

9. **UNUSED FUNDS.** Upon the expiration of the term of this Agreement, Grantee shall transfer to the SEOPW CRA any unused Grant funds on hand at the time of such expiration.

10. **REPRESENTATIONS; WARRANTIES; CERTIFICATIONS.** Grantee represents, warrants, and certifies the following:

a. **INVOICES.** Invoices for all expenditures paid for by Grant shall be submitted to the SEOPW CRA for review and approval in accordance with the terms set forth in this Agreement. Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Budget set forth in **Exhibit "B"**.

b. **EXPENDITURES.** Funds disbursed under the Grant shall be used solely for the Program in accordance with the Scope of Work and Budget set forth in **Exhibit "B"**. All expenditures of the Grant will be made in accordance with the provisions of this Agreement.

c. **SEPARATE ACCOUNTS.** The Grant shall not be co-mingled with any other funds, and separate accounts and accounting records will be maintained.

d. **POLITICAL ACTIVITIES.** No expenditure of Grant funds shall be used for political activities.

e. **LIABILITY GENERALLY.** Grantee shall be liable to the SEOPW CRA for the amount of the Grant expended in a manner inconsistent with this Agreement.

f. **AUTHORITY.** This Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan, or credit agreement, applicable ordinances, resolutions, or on the date of this Agreement, any other agreement or instrument to which the Grantee is a party; or (iii) contravenes or results in any breach of, or default under any other agreement to which the Grantee is a party, or results in the creation of any lien or encumbrances upon any property of the Grantee.

11. **NON-DISCRIMINATION.** Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Agreement. Furthermore, Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

12. CONFLICT OF INTEREST. Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Agreement by Grantee. Grantee covenants, represents, and warrants that it will comply with all such conflict-of-interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

13. CONTINGENCY. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities, and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The SEOPW CRA shall not be liable to Grantee for amendment or termination of this Agreement pursuant to this Section.

14. MARKETING.

a. PUBLICATION. In the event Grantee wishes to engage in any marketing efforts, Grantee shall, if approved by the SEOPW CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the SEOPW CRA's name and/or logo, in acknowledgement of the SEOPW CRA's contribution to the Program, in all forms of media and communications created by Grantee for the purpose of publication, promotion, illustration, advertising, trade, or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements or interviews.

b. APPROVAL. The SEOPW CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. LIMITED USE. Grantee further agrees that the SEOPW CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in Grantee's use of the SEOPW CRA's name and logo, confers or may be construed as conferring upon Grantee any right, title, or interest whatsoever in the SEOPW CRA's name and logo beyond the right granted in this Agreement.

15. DEFAULT. If Grantee fails to comply with any term or condition of this Agreement, or fails to perform any of Grantee's obligations hereunder, and Grantee does not cure such failure within thirty (30) days following receipt of written notice from the SEOPW CRA that such failure has occurred, then Grantee shall be in default. Upon the occurrence of such default hereunder the SEOPW CRA, in addition to all remedies available to it by law, may immediately, upon written notice to Grantee, terminate this Agreement whereupon all payments, advances, or other compensation paid by the SEOPW CRA directly to Grantee and utilized by Grantee in violation of this Agreement shall be immediately returned to the SEOPW CRA. Grantee understands and agrees that termination of this Agreement under this section shall not release Grantee from any obligation accruing prior to the effective date of termination.

16. NO LIABILITY. In consideration for the Grant, Grantee hereby waives, releases, and discharges the City of Miami, the SEOPW CRA, its Board of Commissioners, officers, employees, agents, representatives, and attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to Grantee, its officers, directors, members, employees, agents, or representatives, with respect to any of the provisions of this Agreement or performance under this Agreement.

17. **SPECIFIC PERFORMANCE.** In the event of breach of this Agreement by the SEOPW CRA, Grantee may only seek specific performance of this Agreement and any recovery shall be limited to the grant funding authorized for the Services provided herein. In no event shall the SEOPW CRA be liable to Grantee for any additional compensation, other than that provided herein.

18. **INDEMNIFICATION OF THE SEOPW CRA.** The Grantee agrees to indemnify, defend, protect, and hold harmless the City of Miami, the SEOPW CRA, its Board of Commissioners, officers, employees, agents, representatives, and attorneys from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials and equipment contemplated by this Agreement or the Program, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of Grantee or its employees, agents, or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the SEOPW CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the SEOPW CRA; or (ii) the failures of Grantee to comply with any of the paragraphs provisions herein; or (iii) the failure of Grantee to conform to statutes, ordinances, or other regulations, or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Agreement, or any amendment to this Agreement. Grantee expressly agrees to indemnify and hold harmless the SEOPW CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws.

19. **INSURANCE.** Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "C"** attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the SEOPW CRA, or the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the SEOPW CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Program under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the SEOPW CRA. Completed Certificates of Insurance shall be filed with the SEOPW CRA, to the extent practicable, prior to the performance of services hereunder, provided, however, that Grantee shall at any time upon request by SEOPW CRA file duplicate copies of the policies of such insurance with the SEOPW CRA.

If, in the reasonable judgment of the SEOPW CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, the SEOPW CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the SEOPW CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon

such termination, the SEOPW CRA shall pay Grantee expenses incurred for the Program, prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

20. **DISPUTES.** In the event of a dispute between the Executive Director of the SEOPW CRA and Grantee as to the terms and conditions of this Agreement, the Executive Director of the SEOPW CRA and Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the SEOPW CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

21. **INTERPRETATION.**

a. **CAPTIONS.** The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

b. **ENTIRE AGREEMENT.** This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the SEOPWCRA and Grantee relating to the 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 except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. **CONTRACTUAL INTERPRETATION.** Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

d. **COVENANTS.** Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

e. **CONFLICTING TERMS.** In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

f. **WAIVER.** No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. **SEVERABILITY.** Should any provision contained in this Agreement be

determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. **THIRD-PARTY BENEFICIARIES.** No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

22. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

23. **DOCUMENT OWNERSHIP.** Upon request by the SEOPW CRA, all documents developed by Grantee shall be delivered to the SEOPW CRA upon completion of this Agreement, and may be used by the SEOPW CRA, without restriction or limitation. Grantee agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the SEOPW CRA to Grantee pursuant to this Agreement shall at all times remain the property of the SEOPW CRA, and shall not be used by Grantee for any other purpose whatsoever, without the written consent of SEOPW CRA.

24. **AWARD OF AGREEMENT.** Grantee warrants that it has not employed or retained any person employed by the SEOPW CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the SEOPW CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.

25. **NON-DELEGABILITY.** The obligations of Grantee under this Agreement shall not be delegated or assigned to any other party without the SEOPW CRA's prior written consent which may be withheld by the SEOPW CRA, in its sole discretion.

26. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with Florida law.

27. **TERMINATION.** The SEOPW CRA reserves the right to terminate this Agreement, at any time for any reason upon giving five (5) days written notice of termination to Grantee. If this Agreement should be terminated by the SEOPW CRA, the SEOPW CRA will be relieved of all obligations under this Agreement. In no way shall the SEOPW CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.

28. **NOTICE.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To SEOPW CRA: James McQueen, Executive Director  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2nd Avenue, 3rd Floor  
 Miami, FL 33136  
 Email: [JMcQueen@miamigov.com](mailto:JMcQueen@miamigov.com)

With copy to: Vincent T. Brown, Esq., Staff Counsel  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2nd Avenue, 3rd Floor  
 Miami, FL 33136  
 Email: [VTBrown@miamigov.com](mailto:VTBrown@miamigov.com)

To Grantee: Christopher Norwood, President  
 Norwood Consulting, Inc.  
 14844 Breckness Place  
 Miami Lakes, FL 33016  
 Email: [chris@chrisnorwood.com](mailto:chris@chrisnorwood.com)

29. **INDEPENDENT CONTRACTOR.** Grantee, its contractors, subcontractors, employees, agents, and participants in the Program shall be deemed to be independent contractors, and not agents or employees of the SEOPW CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the SEOPW CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the SEOPW CRA.

30. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

31. **MULTIPLE COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. The facsimile or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

32. **MISCELLANEOUS.**

- a. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.
- b. Time shall be of the essence for each and every provision of this Agreement.
- c. All exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the SEOPW CRA and Grantee have executed this Agreement.

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: \_\_\_\_\_  
Todd B. Hannon  
Clerk of the Board

By: \_\_\_\_\_  
James McQueen  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Vincent T. Brown  
Staff Counsel

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By: \_\_\_\_\_  
Anne Marie Sharpe  
Director of Risk Management

WITNESSES:

By: \_\_\_\_\_

NORWOOD CONSULTING, INC., a Florida non-profit corporation ("Grantee"):

By: \_\_\_\_\_  
Christopher Norwood  
President

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

[SIGNATURE PAGE TO GRANT AGREEMENT]

**EXHIBIT "A"**

Resolution No. CRA-R-22

**EXHIBIT “B”**

## Scope of Work and Budget

## **Hampton Art Lovers / Historic Ward Rooming House S.E. Overtown / Park West CRA Program Proposal and Proposed Budget 2022-2023**



### **About Hampton Art Lovers (HAL)**

Hampton Art Lovers' mission is to accentuate the inspirational unifying and enriching aspects of African-American Fine Art in new and old settings. We are passionate supporters of Hampton University's longstanding commitment to African-American art, the Hampton University Museum Collection, and the International Review of African American (Published by the University since 1976).

Hampton Art Lovers honors the heart and soul of African-American fine artists and make their work discoverable by anyone who loves art. Hampton Art Lovers believes that understanding culture increasingly vital in the modern world. We live in a knowledge economy where demonetization is rampant. It is a world in which technology can render previously expensive and/or inaccessible products and services much cheaper-or even free. Intense, experiential learning is the currency of the knowledge economy and lovers of art do this naturally. Hampton Art Lovers believe that through culture and education we can improve our communities and communities all over the world.

### **Historic Ward Rooming House Gallery**

Since 2018, Hampton Art Lovers has been the proud operators of the Historic Ward Rooming House Gallery, owned by the S.E. Overtown / Park West CRA and the centerpiece of the Historic Overtown Culture Entertainment District Master Plan. Built in the era of Overtown's historic heyday, when it was known as "Colored Town," the Ward Rooming House stands as a tribute to the history of the oldest historic black community in the City of Miami. Its location on NW 9th Street integrated it into the epicenter of Overtown's social life and business district. As one of the few remaining buildings of its time, a seemingly ordinary rooming house becomes significant for the larger role it serves in preserving the history and architecture of Miami's black community. The future of the Ward Rooming House looks promising because it is included in current Overtown preservation efforts for community development and rehabilitation.

### **HAL/CRA Partnership**

Our partnership began fully in November 2018, with our Elizabeth Catlett show at the Ward and the Ernie Barnes Show at the OPAC (Art Basel 2018). We then extended the partnership through Black History Month. Based on the successes that followed, we mutually decided that a year long partnership was sustainable. Today, we are thankful for your investment in HAL to provide culture and programming at the Ward Rooming House.

Our capacity has grown and we've shown results, we used your dollars wisely. We have been covered numerous times by the Miami Herald, Miami Times and National Media. We've hosted national personalities like Author and Professor Michael Eric Dyson and the General President of Alpha Phi Alpha and Chairman of the the Council of Presidents of the National Pan-Hellenic Council, Dr. Everett Ward. Our exhibitions included the HAL curated show of the private art collection of Maya Angelou.

Our programming engages many facets of our community. We've created strategic partnerships with community based organizations and corporate partnerships showcasing the Ward Rooming House Gallery as place that all are welcome. Hampton Art Lovers

engages the community through the arts, we are a traditional gallery but we also make the effort to develop shows purely for exhibition. We have a public and a private mission which makes our relationship with the CRA the quintessential public/private partnership.

So many people have visited the gallery and by doing so are reintroduced to Overtown, and its resurgent development led by your agency. These partnerships helped to stretch your investments. We've produced six shows plus our Art Basel Fair (Point Comfort). Although our grant last year only required four shows, we wanted to do more and we did so within budget.

### **HAL/FIU Wolfsonian Partnership**

In the past year we've developed a formal partnership with Florida International University's Wolfsonian Museum's Public Humanities Lab. They approached us, and requested to be apart of our programming, they saw value in our work based on the innovative strategies we've developed to engage community. This WPHL collaboration with the Hampton Art Lovers and Historic Ward Rooming House Gallery began with four Story Gathering Saturdays, held from August to October of 2021. These community events collected and preserved oral histories of Black families and the Great Migration, which echoed and complemented our curated exhibition, ["One Way Ticket: Movement, Migrations and Liberty."](#) That exhibition explored stories of freedom and liberty through the poetry of Langston Hughes and artwork of Jacob Lawrence, with other works from Charles White, Basil Watson, John Biggers, Charles Alston, David Driskell, Leroy Campbell, Anthony Reed II (Mojo) and Marvin Weeks. These free community events featured live jazz and fish fry courtesy of Captain Gooch.

### **Selected Events from Last Year:**

- Overtown Birthday Celebration
- Planet Afropunk Welcome Reception
- Poetry Under a Simple Tree
- Shine a Light on Racism and Antisemitism: Black and Jewish Relations
- View from the Upper Room: Bob Dylan and Greg Tate
- Films Under a Simple Tree: Light Found in the Dark, The Life of Steve Gallon (Part II)
- Too Black Too Fast : Art Exhibit showcasing history of African American jockeys

**\*See attached pictures**

### **Point Comfort Art Fair (2021)**

Hampton Art Lovers (HAL) presented its 3<sup>rd</sup> installment of its Miami Art Week/Art Basel/Soul Basel art fair and show in 2021, during Art Basel and Miami Art Week. **Point Comfort Art Fair + Show** was held at the Historic Ward Rooming House Gallery, in Historic Overtown, Miami. The art show was held inside the gallery and the art fair behind the gallery in a fully enclosed, controlled tent. Point Comfort showcased the works of contemporary and appreciated artists. On display in the gallery and in a temperature-controlled tent attached to Historic Ward Rooming House. The Art Fair also hosted events, including our Indaba Artists Conversations, Music and Cultural Nightlife Events. Point Comfort was an enormous success, and community driven with free access to local residents. We partnered with B.E.T (Black Entertainment Television), Duke & Dame Spirits, Alpha Phi Alpha Sorority, Wilkie D. Ferguson Bar Association, Florida International University / Wolfsonian Public Humanities Lab, Florida New Majority; just to name a few of our corporate and community partners.

We are a proud partner of Soul Basel. Soul Basel was formed to ensure that Black Art and Culture has a place and a home in Miami during Art Basel/Miami Art Week. Soul Basel is centered in Overtown and sponsored and supported by the Southeast Overtown/Park West Community Redevelopment Agency (SEOPWCRA) and the Greater Miami Convention & Visitors Bureau (GMCVB) Art of Black Miami.

The name "Point Comfort" is derived from the place in colonial Virginia where the first captives from the West African Kingdom of Ndongo (Angola) arrived in late August of 1619. History teaches us that although the people of Ndongo and other African tribes lost their native tongues, many of their traditions continue in the song, dance, arts, rituals and cuisine of today's African American community. "Point Comfort Art Fair + Show" celebrates these remnants, we are thankful for what has survived and we showcase the African-American contributions to American fine art it has produced.

One of our key contributions to Miami Art Week is to showcase historical collections from Black institutions, this year we featured "One Way Ticket: Movement, Migration and Liberty featuring Langston Hughes, Jacob Lawrence, Charles White, Henry Tanner, Lois Mailou Jones and Elizabeth Catlett" from The Norwood Collection. African-Americans have always attempted to find freedom in foreign lands, whether from the South to the North during the Great Migration, or to Mexico where Elizabeth Catlett fled to in the 1940s to escape the American government. Henry Tanner left Philadelphia in the 1890s to Paris to become the first internationally recognized African-American Artist or Louis Mailou Jones who found a home in France and Haiti and became the first Black female artist to attain international fame. These artists are worthy to be honored as pioneers. Some took a "One Way Ticket" to never return to their birthplaces, we celebrate their boldness to dream and aspire for respect outside of the confines of America.

Point Comfort's 2021 Cultural Ambassador was artist Bisa Butler. Bisa's cultural impact may exceed her art someday soon. In her work she is telling the story— The African American side— of this American life. Her use of vintage photos to bring light to untold stories through the medium of quilting **is not just art**. Butler's works build on a long tradition, African-American women were needed for spinning, weaving, sewing and quilting on plantations and in other wealthy households in the antebellum south. As a historical textile art form, quilting is indelibly linked to the past. Black quiltmakers were obliged to encrypt messages in their quilts. They communicated with one another using signs and symbols both ordinary and supernatural. Bisa Butler's work today is beyond art, and we're honored to have her join Point Comfort as our cultural ambassador.

**POINT COMFORT Art Fair "ARTISTS":** [Judy Bowman](#), [Athlone Clarke](#), [Tiffani Glenn](#), [Sunny Gravely](#), [Rodney 'BUCK!' Herring](#), [Dennis Manuel](#), [Phillip Shung](#), [Benford D. Stellmacher, Jr.](#), [Gene Tinnie](#), [Basil Watson Purvis Young](#)

### **COVID PANDEMIC – Suspension of Programming**

COVID affected the lives of the entire global community. Hampton Art Lovers suspended operation in March until July in 2020. We opened up a show in July 2020, but we held no events and it was by appointment only. We followed all the relevant federal, state and local COVID and CDC Guidelines. We even partnered with Johnson & Johnson to promote clinical trial participation for vaccine research. Because of COVID we are requested that we carry over our remaining budget into the fiscal year 2021-2022, thus increasing our \$125,000 grant for 21-22 by the carry-over amount. We are still catching up and requesting to carryover funds from 201-2022 into the new fiscal year.

## Funding Request

- Year Round Programming Request: \$150,000 for 2022-2023
- Point Comfort Art Fair Programming Request: \$125,000 for 2022-2023
- Carryover 2021-2022 funds (due to COVID)

We are gracious partners and we look forward to a new and exciting year!

## Media Highlights 2022

- How do you celebrate Juneteenth in South Florida? Here's what to know about events <https://www.miamiherald.com/news/local/article262552377.html>
- AFROPUNK comes to Miami for the first time to bring the diaspora together <https://www.miamiherald.com/news/local/community/miami-dade/article261352762.html>
- Art Basel Miami 2021: 6 Must-Attend Events Not To Miss | News

<https://www.bet.com/article/8kz852/art-basel-miami-beach-2021-6-things-to-do>

- Chris Norwood brings Black art to historic building [https://www.miamitimesonline.com/dreamers/chris-norwood-brings-black-art-to-historic-building/article\\_cf630054-933d-11ec-add1-17a6b3c8ba25.html](https://www.miamitimesonline.com/dreamers/chris-norwood-brings-black-art-to-historic-building/article_cf630054-933d-11ec-add1-17a6b3c8ba25.html)
- This Black art gallery is throwing Overtown a birthday party. You're invited [www.miamiherald.com/entertainment/visual-arts/article263686473.html](https://www.miamiherald.com/entertainment/visual-arts/article263686473.html)
- Overtown Born Day celebrated July 30

[https://www.miamitimesonline.com/lifestyles/arts\\_culture/overtown-born-day-celebrated-july-30/article\\_533fe9d4-12d0-11ed-b372-9f15f4422268.html](https://www.miamitimesonline.com/lifestyles/arts_culture/overtown-born-day-celebrated-july-30/article_533fe9d4-12d0-11ed-b372-9f15f4422268.html)

## Media Highlights (Previous Years)

- Miami DJ's exhibit showcases pandemic, protest photos of 2020 <https://www.miamiherald.com/news/local/community/miami-dade/downtown-miami/article250604069.html>
- Its a New Day in old Overtown, Miami's original Black district is making a comeback <https://www.miamiherald.com/news/local/community/miami-dade/downtown-miami/article251013314.html>
- Hampton Art Lovers Supporting African American Artists in Miami <https://sflcn.com/hampton-art-lovers-supporting-african-american-artists-in-miami/>
- The 14 Best Things to Do in Miami This Week <https://www.miaminewtimes.com/arts/best-things-to-do-in-miami-this-week-april-8-14-2021-12085068>
- Nine Galleries to Check During Miami Art Week 2020 <https://www.miaminewtimes.com/arts/miami-art-week-2020-gallery-guide-11748504>
- Basil Watson "Awakening" Show [https://www.miamiaztine.com/Features.php?op=Gallery\\_15704588328658](https://www.miamiaztine.com/Features.php?op=Gallery_15704588328658)
- Maya Angelou "Art of the Caged Bird Singing" Show <https://www.caribbeannationalweekly.com/news/hampton-art-lovers-presents-the-art-of-acaged-bird-singing/>
- Phil Shung "Code Noir" Show <http://www.sfltimes.com/soflo-live/art-lovers-feature-code-noir-and-angelous-own>

- Elizabeth Catlett “Hampton Arts Tradition” Show  
<https://www.miamiherald.com/opinion/op-ed/article226599304.html>
- Point Comfort Art Fair <https://www.miamiherald.com/entertainment/visual-arts/art-basel/article237800049.html>
- Miami MoCAAD “Reconstructing Identity” Show  
<https://www.miaminewtimes.com/arts/things-to-do-miami-mocaads-reconstructing-identity-atward-rooming-house-through-june-27-11195526>
- The Norwood Collection “Ebony Broadsides: Celebration of the Masters” Show  
[https://www.miamitimesonline.com/lifestyles/an-exhibit-in-overtown-explores-black-artistscontributions-to-fine-art-posters/article\\_8efea4a0-5ba5-11e9-9b5d-83874f638ec1.html](https://www.miamitimesonline.com/lifestyles/an-exhibit-in-overtown-explores-black-artistscontributions-to-fine-art-posters/article_8efea4a0-5ba5-11e9-9b5d-83874f638ec1.html)
- Ernie Barnes “From Pads to Palette” Show (Superbowl Weekend)  
<https://thewestsidegazette.com/ernie-barnes-from-pads-to-palette-art-of-a-former-nfl-player/>
- “Art of the Southern Vernacular” Show <https://www.evensi.us/art-southern-vernacular-featuring-leroy-campbell-krystal-hart-historicward-rooming-house/377522411>
- “Purvis Young Comes Home: Manchild in the Premised Land”  
<https://www.miamiherald.com/entertainment/visual-arts/article244107762>

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**Hampton Art Lovers at the Historic Ward Rooming House**  
**One-Year Calendar of Exhibitions - 2022-2023**

**July - October**

**Starry Crown: Art of #BlackGirlMagic**

**November**

**“Move On Up” : Charles White and His Life in Art**

**December**

**“Point Comfort Art Fair”**

**March - July**

**“Lois Mailou Jones: Grand Dame of American Art”**

**August - December**

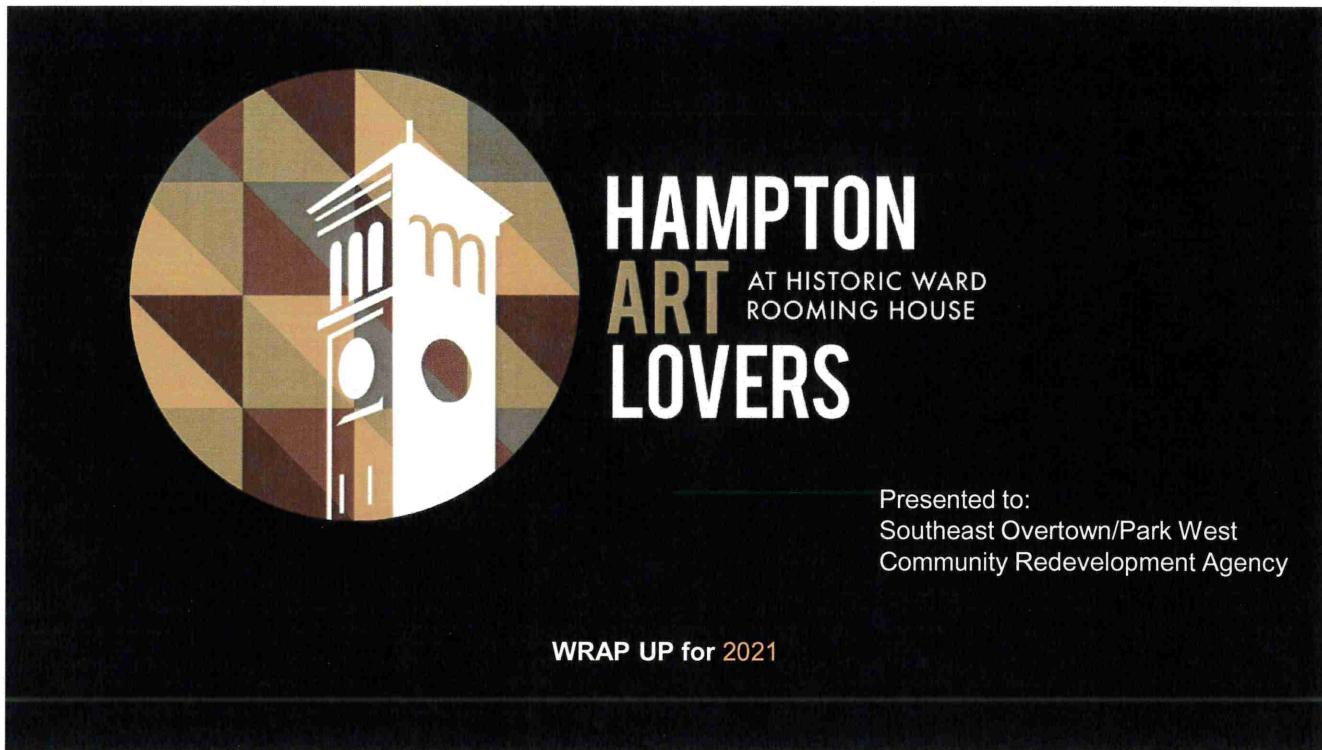
**“Henry O. Tanner: First Among Equals”**

**December**

**“Point Comfort Art Fair”**

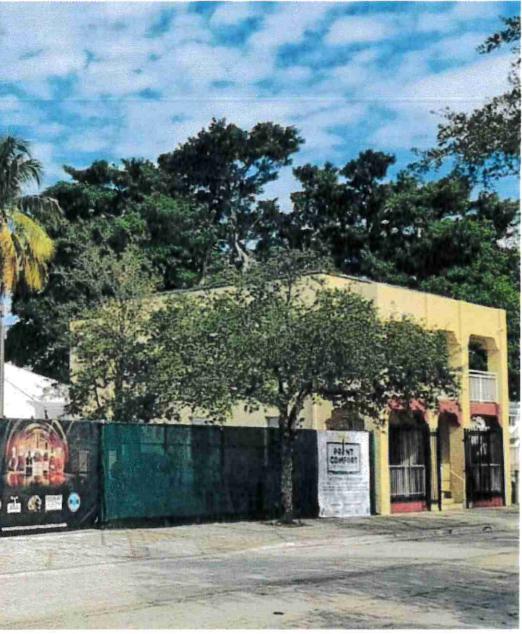
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All exhibition include youth tours, community events, artist workshops.



1

### HAMPTON ART LOVERS



A photograph of a yellow, single-story building with a red roof and a balcony. The building is surrounded by trees and a green fence. A small sign on the fence reads 'ARTIST COMMITTEE'.



The logo is a circular graphic featuring a stylized building with a checkered pattern of brown, tan, and white.

**Hampton Art Lovers (HAL)** was created to curate the works of legacy and emerging African-American fine artists for people, artists and brands. We create a narrative around the African-American story told through the eyes of the artists that lived it.

We inspire the appreciation of African-American fine art. We honor the heart and soul of fine artists and make their work accessible to anyone who loves art. Hampton Art Lovers believes that understanding culture through experiencing the arts is becoming increasingly vital in the modern world. We live in an information economy, a world in which technology can provide access to products and services that have been previously inaccessible. Intense, experiential learning is the currency of the knowledge economy and lovers of art do this naturally. Hampton Art Lovers believes that through culture and arts education we can improve our communities and communities all over the world.

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# The Eye of AFROPUNK



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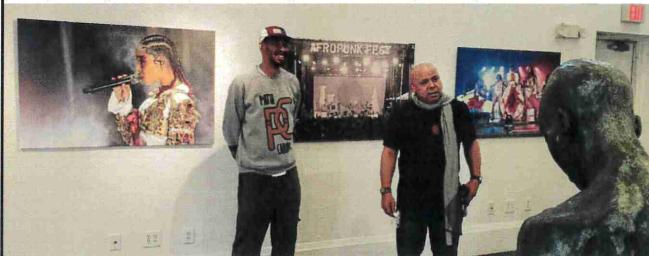
## The Eye of AFROPUNK



## The Eye of AFROPUNK



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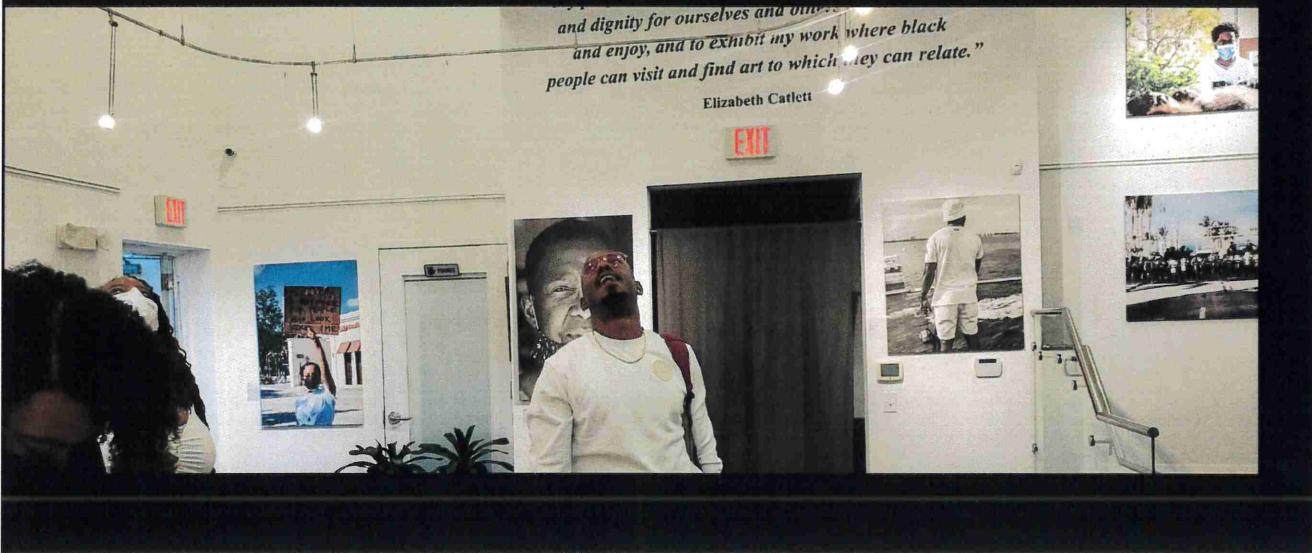
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## The Eye of AFROPUNK



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## To Miami With Love

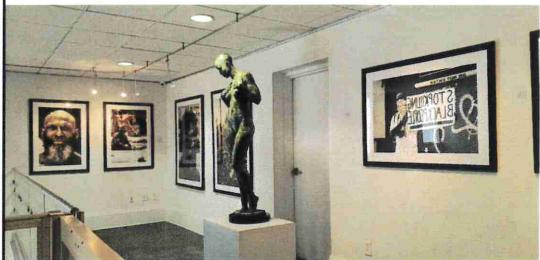


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## To Miami With Love



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**To Miami With Love**

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**To Miami With Love**

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## To Miami With Love



Miami Herald

DOWNTOWN MIAMI

### DJ who traded turntables for a camera in 2020 debuts exhibit mixing both passions

BY C. ISAIAH SMALLS II

APRIL 16, 2021 11:36 AM, UPDATED APRIL 16, 2021 06:05 PM



In May of 2020, Rahsaan Alexander was concerned.

The onset of COVID-19 had paused his life. With Miami's nightlife industry shutdown, Alexander, a popular DJ in the Miami area, needed a new way to let his creative juices flow. So he turned to a pastime he abandoned two decades ago: photography.

What he captured over the next seven months became "To Miami, with Love: Art and Protest of Pandemic Life," an exhibition now open at Overtown's Historic Ward Rooming House that features excerpts from the [eponymous book](#) he self-published in December. The show, curated by [Hampton Art Lovers](#) and running

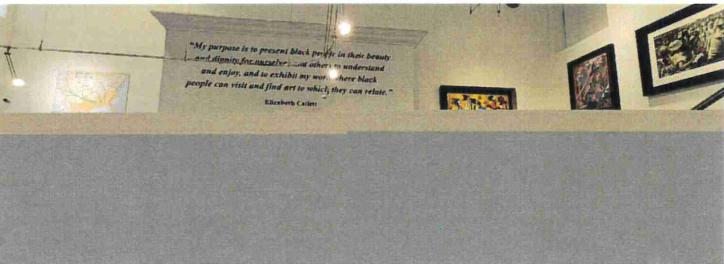


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## One-Way Ticket



12

**One-Way Ticket**© The author of this document

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**One-Way Ticket**© The author of this document

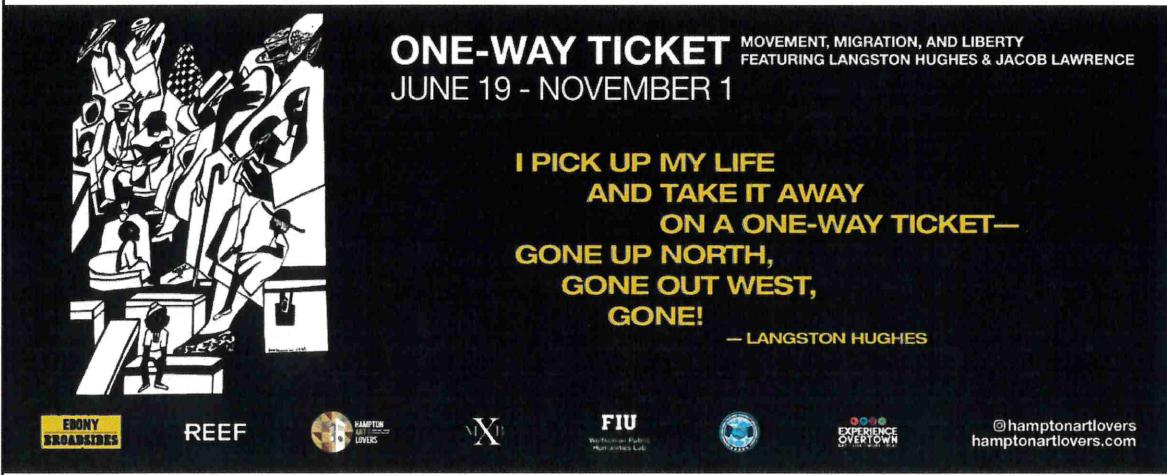
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## One-Way Ticket



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## One-Way Ticket



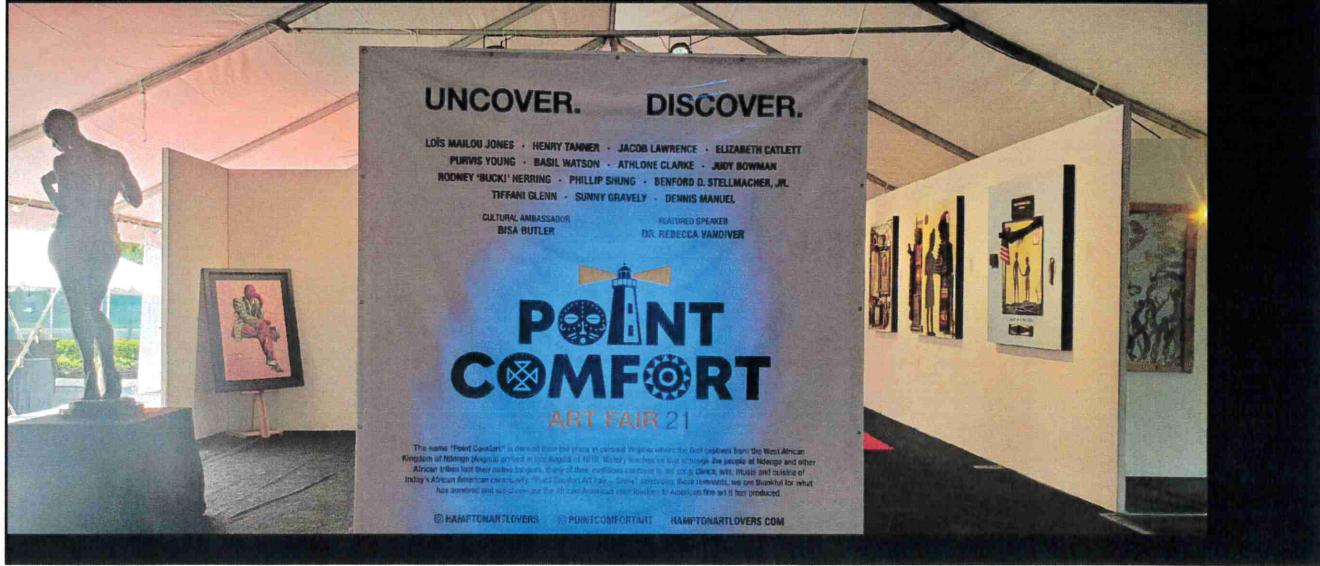
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## One-Way Ticket



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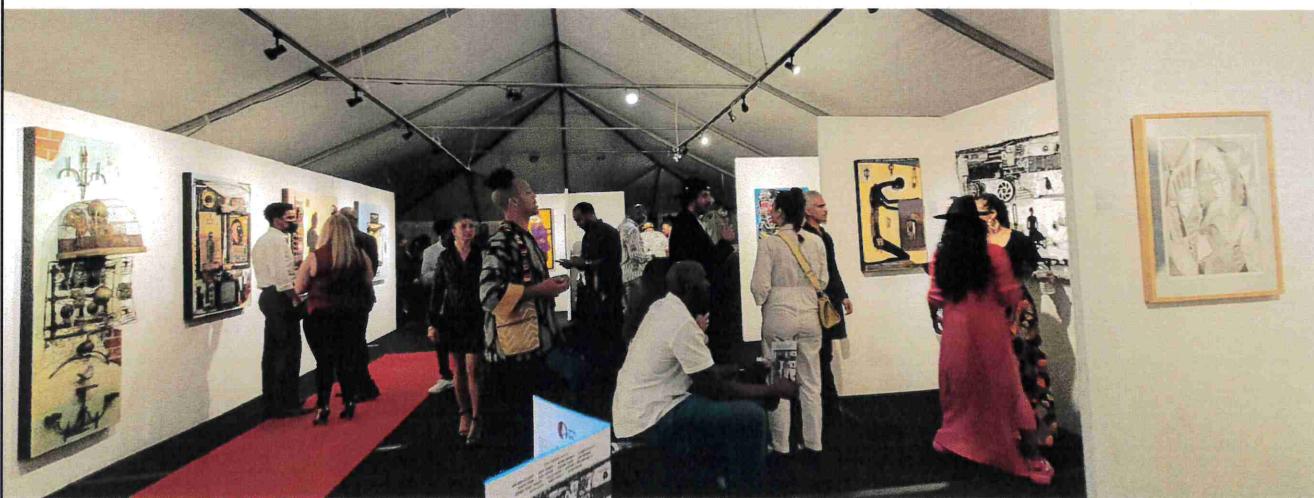
## Point Comfort Art Fair + Show 2021



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**Point Comfort Art Fair + Show 2021**

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**Point Comfort Art Fair + Show 2021**

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## Point Comfort Art Fair + Show 2021



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## Point Comfort Art Fair + Show 2021



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**NORWOOD CONSULTING, INC.**  
**"Ebony Broadsides: Celebration of the Masters" Exhibitions**

	Proposed Budget 2022-2023 **	Modification Request # 1 2020-2021	Proposed Budget 2022-2023 **
<b>Staff</b>	\$20,000.00		\$20,000.00
<b>Tent</b>	10,000.00		10,000.00
<b>Insurance</b>	5,000.00		5,000.00
<b>Shipping</b>	8,000.00		8,000.00
<b>Installation</b>	3,000.00		3,000.00
<b>Curation</b>	20,000.00		20,000.00
<b>Printing</b>	4,000.00		4,000.00
<b>Décor</b>	3,000.00		3,000.00
<b>Opening Ceremony</b>	2,000.00		2,000.00
<b>School/Student/Seniors</b>	2,000.00		2,000.00
<b>Transportation</b>			
<b>Marketing</b>	18,000.00		18,000.00
<b>Production</b>	19,000.00		19,000.00
<b>Community Events</b>	25,000.00		25,000.00
<b>Framing</b>	5,000.00		5,000.00
<b>Security</b>	2,000.00		2,000.00
<b>Storage</b>	2,000.00		2,000.00
<b>Closing &amp; Cleaning</b>	2,000.00		2,000.00
<b>TOTAL</b>	\$150,000.00		\$150,000.00

\*\* We are requesting to carry over unused funds due to covid in 2021-2022

**EXHIBIT "C"**

## Insurance Requirements

## I. INSURANCE REQUIREMENTS

**A. COMMERCIAL GENERAL LIABILITY (CGL)** with the minimum limits of ***One Million Dollars (\$1,000,000.00)*** for each occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, with a general aggregate limit of ***Two Million Dollars (\$2,000,000.00)***. Coverage must be afforded on a primary and non-contributory basis and with a coverage form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

1. **Products and/or Completed Operations** for contracts with an Aggregate Limit of ***One Million Dollars (\$1,000,000.00)*** per project.

2. **Personal and Advertising Injury** with an aggregate limit of ***One Million Dollars (\$1,000,000)***.

3. **Additional Endorsements:**

- a. Premises and Operations Liability
- b. Contingent and Contractual Liability

4. **Additional Insureds:** The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

a. City of Miami  
444 SW 2<sup>nd</sup> Avenue  
Miami, Florida 33130  
Attn: Risk Management

b. Southeast Overtown/Park West Community Redevelopment Agency  
819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, Florida 33136

**B. BUSINESS AUTOMOBILE LIABILITY** with the minimum limits of ***Three Hundred Thousand Dollars (\$300,000.00)*** per occurrence combined single limit for Bodily Injury and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

1. Any Auto, Owned Autos, Scheduled Autos, including Hired, Borrowed or Non-Owned Autos.

2. **Additional Insureds:** The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

a. City of Miami  
444 SW 2<sup>nd</sup> Avenue  
Miami, Florida 33130  
Attn: Risk Management

**b.** Southeast Overtown/Park West Community Redevelopment Agency  
819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, Florida 33136

**C. WORKER'S COMPENSATION (if applicable)** insurance for the payment of compensation and other benefits in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, and all applicable federal laws, for the coverage of occupational injury or disease suffered by Grantee's employees. Additionally, the policy(ies) must include a waiver of subrogation.

**D. EMPLOYER'S LIABILITY** shall be provided in amounts not less than ***One Hundred Thousand Dollars (\$100,000.00)*** per accident for bodily injury caused by an accident; ***One Hundred Thousand Dollars (\$100,000.00)*** for each employee for bodily injury caused by disease; and ***Five Hundred Thousand Dollars (\$500,000.00)*** policy limit for bodily injury caused by disease.

**E. CONDITIONS.** The above policies shall provide the CRA and the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the Work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration. The required Certificates of Insurance referenced above shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

**The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.**

The CRA's Risk Administrator or his/her authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor or applicable subcontractor. The Grantee shall comply with such requests unless the insurance coverage is not then readily available in the national market. An additive or deductive change order will be issued to adjust the contract value as necessary. For insurance bonding issues and decisions, the CRA shall act through its Risk Administrator (unless otherwise stated).

SEOPW Board of Commissioners Meeting  
October 27, 2022SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

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To: Board Chair Christine King and Date: October 20, 2022 File: 12826  
Members of the CRA Board



From: James McQueen Subject: Additional Funding to Encouraging  
Executive Director Dreamers Breaking Barriers, LLC

Enclosures: File # 12826 - Backup

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**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) authorizes an additional grant, in an amount not to exceed \$36,000.00, to Encouraging Dreamers Breaking Barriers, LLC (“EDBB”) to underwrite costs associated to authorize a grant, in an amount not to exceed \$36,000.00 to EDBB to underwrite costs associated with payroll expenses of the operation of the All-Star Detailing Services training and second-chance program.

The All-Star Detailing Services training and second-chance program (“Program”) will provide on-the-job training, a robust curriculum, and employment opportunities to residents in the Redevelopment Area who are interested in entrepreneurship as it pertains to the vehicle servicing and detailing industry. Specifically, the Program will provide vehicle detailing services to the fleet of City of Miami owned vehicles. Through its Program, EDBB intends to further develop its relationship with the City of Miami Police Department and assist in bridging the gap and fostering a better relationship between the community and the police department. The Program anticipates gainfully employing between five and fifteen individuals from the Overtown community in positions ranging from “vehicle tech specialists” to supervisory level positions fostering the development of managerial skills and encouraging career advancement. Ultimately, EDBB will provide job training skills while creating job opportunities for local residents and those in need of a second chance to encourage dreams and break down societal barriers; and

**JUSTIFICATION:**

Pursuant to Section 163.340(9) of the Florida Statutes “community redevelopment...means undertakings, activities, or projects...in a community redevelopment area for the elimination and prevention of the development or spread of slums and blight.”

Section 2, Goals 4 and 6 on page 11 of the 2009 Southeast Overtown/Park West Community Redevelopment Plan (“Plan”) lists the “creati[on of] jobs within the community” and “improving the quality of life for residents” as stated redevelopment goals.

Section 2, Principle 4 on page 14 of the Plan provides “that employment opportunities be made available to existing residents . . .” as a stated redevelopment principle.

Section 2, Principle 6 on page 15 of the Plan also provides that in order to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] . . . [it is necessary to] support and enhance existing businesses and . . . attract new businesses that provide needed services and economic opportunities ....”

## **FUNDING:**

\$36,000.00 allocated from SEOPW “Other Grants and Aids” Account No. 10050.920101.883000.0000.00000.

## **FACT SHEET:**

**Company name:** Encouraging Dreamers Breaking Barriers, LLC

**Address:** 1490 NW 3<sup>rd</sup> Avenue, Suite106, Miami, FL 33136

**Number of participants:** 16 participants as of September 1, 2022

**Funding request:** \$36,000.00

**Term:** Three months. Capped at \$12,000.00 a month.

**Stipend provided?** Yes, \$15.00 an hour for Trainees and \$17.00 an hour for Crew Supervisor.

**Age range of participants:** 16-24 years old

**Scope of work or services (Summary):** Provides on-the-job training and employment opportunities to residents from the Redevelopment Area who are interested in entrepreneurship. Offsite pop-up mobile events, daily work site events, Financial Literacy Courses, Community Service Hours, Entrepreneurship Classes, Civic Engagement.

This is a second-chance job creation program designed to give Overtown residents an opportunity to work in Overtown.

### ***Item proven accomplishments (if applicable):***

- This summer 15 youth were first time employed
- 8 trainees opened their first bank accounts
- 10 employees received Driver Licenses and Identification Cards
- 1 participant started Security Services Business. A3 Security Services
- The trainees received Financial Literacy Trainings
- Acquired (3) Additional Vehicles to Mobile Detailing Fleet donated from Board of Miami

Dade County Commissioners

**Current SEOPW CRA projects that will benefit (*if applicable*):**

1. EDBB Car wash program
2. Job opportunities within redevelopment areas
3. Local business partnerships

Residential Development Opportunities for washing opportunity

**AGENDA ITEM**  
**FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** October 27, 2022

**CRA Section:**

**Brief description of CRA Agenda Item:**

Authorizing the issuance of an additional grant, in an amount not to exceed \$36,000.00, to Encouraging Dreamers Breaking Barriers, LLC.

Project Number (if applicable):		
YES, there are sufficient funds in Line Item:		
Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$36,000.00</u>		
NO (Complete the following source of funds information):		
Amount budgeted in the line item: \$		
Balance in the line item: \$		
Amount needed in the line item: \$		
Sufficient funds will be transferred from the following line items:		
ACTION	ACCOUNT NUMBER	TOTAL
Project No./Index/Minot Object		
From		\$
To		\$
From		\$
To		\$

Comments:

Approved by:

  
 James McQueen, Executive Director 10/20/2022

Approval:

  
 Miguel A. Valentin, Finance Officer 10/20/2022



## Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 12826**

**Final Action Date:**

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY ("SEOPW CRA") AUTHORIZING THE ISSUANCE OF AN ADDITIONAL GRANT, IN AN AMOUNT NOT TO EXCEED \$36,000.00, TO ENCOURAGING DREAMERS BREAKING BARRIERS, LLC, TO UNDERWRITE COSTS ASSOCIATED WITH THE PAYROLL EXPENSES OF THE OPERATION OF THE ALL STAR DETAILING SERVICES TRAINING AND SECOND CHANCE PROGRAM; FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE; AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE AND PROVIDING FOR THE INCORPORATION OF RECITALS AN EFFECTIVE DATE; ALLOCATING FUNDS FROM SEOPW, "OTHER GRANTS AND AIDS," ACCOUNT CODE NO.

10050.920101.883000.0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Community Redevelopment Plan ("Plan"); and

WHEREAS, Section 2, Goals 4 and 6 on page 11 of the Plan lists the "creati[on of] jobs within the community" and "improving the quality of life for residents" as stated redevelopment goals; and

WHEREAS, Section 2, Principle 6 on page 15 of the Plan lists the promotion of "local cultural events, institutions, and businesses" as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 6 on page 15 of the Plan provides that in order to "address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses [,] . . . [it is necessary to] support and enhance existing businesses and . . . attract new businesses that provide needed services and economic opportunities . . . "; and

WHEREAS, the All-Star Detailing Services training and second-chance program ("Program") by Encouraging Dreamers Breaking Barriers, LLC ("EDBB") will provide on-the-job training, a robust curriculum, and employment opportunities to residents in the Redevelopment Area who are interested in

entrepreneurship as it pertains to the vehicle servicing and detailing industry. Specifically, the Program will provide vehicle detailing services to the fleet of vehicles owned by the City of Miami. Through its Program, EDBB also intends to further develop its relationship with the City of Miami Police Department and assist in bridging the gap and fostering a better relationship between the community and the police department; and

WHEREAS, the Program anticipates gainfully employing between five and fifteen individuals from the Overtown community in positions ranging from "vehicle tech specialists" to supervisory level positions fostering the development of managerial skills and encouraging career advancement. Ultimately, EDBB will provide job training skills while creating job opportunities for residents and those in need of a second chance to encourage dreams and break down societal barriers; and

WHEREAS, the Board of Commissioners wishes to authorize an additional grant, in an amount not to exceed \$36,000.00 to EDBB to underwrite costs associated with the payroll expenses of the operation of the all-star detailing services training and second chance program; and

WHEREAS, the Board of Commissioners finds that such a grant would further the SEOPW CRA's redevelopment goals and objectives;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby authorizes the issuance of a grant in an amount not to exceed \$36,000.00, to Encouraging Dreamers Breaking Barriers, LLC to underwrite costs associated with the payroll expenses of the operation of the all-star detailing services training and second chance program to be located at 1490 NW 3rd Avenue, Miami, Florida 33136.

Section 3. The Executive Director is authorized to execute all documents necessary for said purpose.

Section 4. The Executive Director is authorized to disburse funds, at his discretion, on a reimbursement basis or directly to vendors, upon presentation of invoices and satisfactory documentation.

Section 5. Funds to be allocated from SEO PW Tax Increment Fund, entitled "Other Grants and Aids," Account Code No. 10050.920101.883000.0000.00000.

Section 6. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Vincent T. Brown, Staff Counsel

10/20/2022

# PROPOSED FUNDING REQUEST



## Encouraging Dreamers Breaking Barriers, LLC

### Project Name

**EDBB Allstars Youth Escape Detailing Services**

### Prepared For

**The City of Miami SEOPW CRA**

### Prepared By

**Ijamyn Gray, CEO**

**Encouraging Dreamers Breaking Barriers, LLC**

**1490 NW 3rd Avenue | Miami, FL 33136**

**Tel: 786.317.7729**

**ijamyngrey62@gmail.com**

### Submitted on

**September 21, 2022**



PO Box 11363, Miami FL 33101  
 Office (786) 317-7729  
 Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)



## FACT SHEET

### WHO WE ARE:

Encouraging Dreamers Breaking Barriers, LLC, was established in 2017, with just a dream and a will. We are a for profit organization currently located at 1490 NW 3<sup>rd</sup> Avenue, Suite 106, Miami, Florida 33136. This organization is founded on removing barriers encountered among youth and young men ages 14-24 living in the City of Miami. Our mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing them to entrepreneurship opportunities while educating them in life skills training and promoting successful ways for maturing from an adolescent to a young adult.

### WHAT WE DO:

We offer participation in our paid on the job training followed by job opportunities as well as entrepreneurial opportunities for residents between the ages of 16-24, living in underprivileged communities within the City of Miami. Our most current on the job paid training and job placement opportunities are offered through our All-Star Youth Escape Carwash Detail Service, launched in August of 2021, amid the pandemic. Our carwash initiative has been successful in improving the quality of life for our fifteen (15) participants by assuring job placement after completion of their job training. Our mobile carwash pop-ups have also allowed our participants to provide services at many community events and businesses within the City of Miami.



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## PRIOR/CURRENT YEAR PROJECT DELIVERABLES:

Staying true to our mission, we partnered with and supported local businesses to provide the following services and incentives to our participants:

SERVICES PROVIDED / DELIVERABLES	PROVIDED BY	SUCCESS RATE
Talent Acquisitions 1. The hiring of 15-20 youth and young adults within the City of Miami 2. The participation of 15 youth volunteers during Spring and Summer break Carwash Youth Escape Program	Career Source South Florida  Referrals from Local Businesses and Residents	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
On the job car detailing training which includes car tech videos	Encouraging Dreamers Breaking Barriers, LLC	All employees are certified car specialists within four weeks
Financial Literacy Classes / Trainings	Regions Bank and Encouraging Dreamers Breaking Barriers, LLC	90% of employees open new bank accounts within four weeks
Mentorship and Life Skills Trainings	Daily Staff Meetings - Encouraging Dreamers Breaking Barriers, LLC	95% of attendance rate, 95% employee uniformity and enhanced customers service
Support of local businesses:  Supplies purchased for the business 1. Neighborhood Price Choice  Purchased meals for our participants: 2. 2 Guys 3. Chic-fil-A 4. Neighborhood Mc Donald's	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
Participation in the following community events: Father and Son Football Tournament, Thanksgiving Turkey Drive, Community Pop-up Events, Valentine Grams Drive, Back to School Drive, EDBB Annual Christmas Wishlist Event	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-confidence and promotes a sense of fulfillment through community engagements





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## PRIOR YEAR PROJECT SUCCESS STORIES:

### SUCCESS STORY NO. 1

Our first success story was finding my father Randy Hudnell. One day God asked me "how can I save the world and forget about my own. With that though in mind I found my father who was homeless and on drugs at the time. It was a challenge looking past him being an absent parent but with God's permission I was able to forgive my father for his shortfall and offer him a life changing opportunity through employment with Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. Mr. Hudnell, now has a stable job as a car tech specialist/record keeper, he has his own place and is no longer homeless. Our next mission is to assist him with his dream of opening his own business of selling nutritious and delicious organic and natural food and drinks. – Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 2

The second success story is helping groom and mentor Antiwone Johnson, who has been a part of Encouraging Dreamer's Breaking Barriers Allstars Detailing Service from its start. His dream is to someday own his own security company. As a result of shadowing the owner of EDBB, Antiwone has learned the tools needed to operate and manage his own business. He is now the proud owner of A3 Security Services, LLC, which is another service provided under the EDBB umbrella.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 3

Our third success story was the hiring of a young man name Robert Whittle. He was featured on a documentary – Behind the Bars in Miami, where he was in Bootcamp after serving 5 ½ years in prison. He was released in June of 2021, and since his release from prison he has been employed by Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. As a result he now has a stable source of income, has opened a bank account and has transformed his mind into being a model citizen and employee.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 4

The fourth success story is the hiring of over 20 youth from different communities and creating a safe haven through our carwash youth escape initiative. These youth are learning the true meaning of "One Brother One Hood". Each day they realize that this carwash is a life changing opportunity where we wash away our past while waxing and shining into a brighter future

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC



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## WHAT WE NEED:

We are pleased to submit this funding request to the City of Miami SEOPW CRA. support our continual efforts. Our desire is to build a relationship with the SEOPW CRA and work in conjunction with the city to achieve its redevelopment goals by supporting our local car washing project. This project will enhance many City of Miami residents by providing jobs and a service within the local community, while improving the quality of life and promoting entrepreneurship and technology innovations to its participants. The total operating cost per year to fund this program is Three Hundred Thirty-Thousand Dollars (\$330,000.00). In order to keep this effort ongoing, we are seeking your monetary support in the amount of Thirty-Six Thousand Dollars (\$36,000.00), to be used to help fund our car wash/mentorship initiative expenses. With your support we will be able to continue to reach and teach the participants in our program.

Our goal is to give the youth of today an opportunity to learn all the tools needed in becoming a successful business owner and a productive citizen. We realize not all youth are suited for college after graduating from high school. However, all youth can become productive citizens' by earning and learning. With your financial assistance this opportunity will continue to create jobs for our youth and give them a sense of responsibility geared towards earning an honest living. We promote self-worth and reduce the chances of our participants from engaging in unproductive activities. I truly believe initiatives such as this is a necessity throughout our unprivileged neighborhoods/communities which ultimately empower our youth to become self-sufficient productive citizens. The requested funds will be allocated as follows:

Item No.	Description	Unit Price	Line Total
1	TRAIINEES/ CONTRACT MANAGER		\$ 24,000.00
2	WRAPPING OF VANS		\$ 12,000.00
3	ADMINISTRATIVE / AUDIT SERVICES		\$
4	Infrastructure Request – EDBB is requesting the continued use of the property located at 1490 NW 3 <sup>rd</sup> Avenue for its services and mentorship program		
<b>Total Budget</b>			<b>\$ 36,000.00</b>



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## WHY WE NEED IT:

We have seen the effects of our program and community engagements and the outcome has been phenomenal thus far. I am a testimony of how programs such as this made a difference in my childhood. With youth violence on the rise our organization is committed to providing job opportunities, mentorship and other trainings, which teach life skills that focus on how to work through the many barriers that may prevent our participants from succeeding.

## CONCLUSION:

Encouraging Dreamers Breaking Barriers, LLC takes pride in caring for our employees, our customers, our shareholders and our environment. We hire dedicated employees who have similar values. We are a customer-first establishment, and we provide all of our employees the opportunity to build everlasting careers. EDBB All Star Youth Escape Detailing Services has created a working environment in the City of Miami where employees can perform their best and strive to achieve his or her personal goals. Because of our detailed training and safety program, we encourage our employees to dream big despite the barriers we face.

We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective, employee invested, and customer first solution.

Thank you for your consideration,

Mr. Ijamyn Gray, Founder  
 Encouraging Dreamers Breaking Barriers, LLC  
 (EDBB All Star Youth Escape Carwash Detailing Services)



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MONTH	PROJECT TIMELINE
January 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners, and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Father and Son Football Tournament”</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “EDBB Spreading Love on Valentine’s Day”</li> </ul>
March 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Spring Break Youth Escape”</li> </ul>
April 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Easter Egg Give Away Car Wash Drive”</li> </ul>
May 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• EDBB Annual Team Building Event – “Car Wash Expo”</li> </ul>
June 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Summer Break Youth Escape”</li> </ul>
July 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Summer Break Youth Escape continued”</li> </ul>
August 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Back to School Youth Car wash Drive”</li> </ul>



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September 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Teacher Planning Day Youth Car Wash”</li> </ul>
October 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Trick or Treat Youth Car Wash Candy Drive”</li> </ul>
November 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Turkey Give-Away Youth Car Wash Drive”</li> </ul>
December 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “EDBB Christmas Wishlist Toy Drive”</li> </ul>

## **TRAININGS**

All employees will attend trainings on the proper techniques to detail all vehicles and safety precautions before any work is performed on the vehicles. Professionalism and Skills Trainings are conducted monthly and mandatory for all employees.

<b>TITLE</b>	<b>ADMINISTERED BY</b>
NEW HIRE ORIENTATION	EDBB INC
CAR WASH DETAILING TRAINING / SERIES 101-105	Ammo Training Academy
PROFESSIONALISM IN THE WORK-PLACE	EDBB INC / Bogie Knowledge House (BKH)
FINANCIAL LITERACY	REGIONS BANK & TRANSITION INC
DRESS CODE	EDBB INC / Bogie Knowledge House (BKH)
GOOD DECISION MAKING	EDBB INC / Bogie Knowledge House (BKH)
CUSTOMER SERVICE	EDBB INC / Bogie Knowledge House (BKH)
EMOTIONAL INTELLIGENCE	EDBB INC / Bogie Knowledge House (BKH)
RESPECT IN THE WORKPLACE	EDBB INC / Bogie Knowledge House (BKH)
SEXUAL HARASSMENT IN THE WORKPLACE	EDBB INC / Bogie Knowledge House (BKH)
TIME MANAGEMENT	EDBB INC / Bogie Knowledge House (BKH)
MONEY MANAGEMENT	EDBB INC / Bogie Knowledge House (BKH)



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## **Training Sessions Photographs**





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## **Training Sessions Photographs**





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## Onsite Special Carwash Experiences



City of  
 Miami  
 Police  
 Vehicles



The Historic Macedonia Missionary Baptist Church Van



Commissioner Keon Hardemon Vehicle



First Baby Rolls-Royce Vehicle



Levi Rowe Food Truck



Suited for Success Service Vehicle





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## Offsite Carwash Experiences



Pop-up  
Carwash  
Event in  
Liberty City



CCC  
Miami  
Custom  
Golf Carts



### City of Sunny Isles Trolley Buses



### City of Miami Mayor Tesla Vehicle



City of Miami  
PAL Ice Cream  
Truck





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## GRANT AGREEMENT

This GRANT AGREEMENT (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (“Effective Date”) by and between SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“CRA”), and ENCOURAGING DREAMERS BREAKING BARRIERS, LLC, a Florida limited liability company (“Grantee”).

### RECITALS

A. **WHEREAS**, the CRA is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Community Redevelopment Plan (the “Plan”); and

B. **WHEREAS**, Section 2, Goals 4 and 6 on page 11 of the Plan lists the “creati[on of] jobs within the community” and “improving the quality of life for residents” as stated redevelopment goals; and

C. **WHEREAS**, Section 2, Principle 6 on page 15 of the Plan lists the promotion of “local cultural events, institutions, and businesses” as a stated redevelopment principle; and

D. **WHEREAS**, Section 2, Principle 6 on page 15 of the Plan provides that in order to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] … [it is necessary to] support and enhance existing businesses and … attract new businesses that provide needed services and economic opportunities …”; and

E. **WHEREAS**, Grantee’s All Star Detailing Services training and second-chance program (the “Program”) will provide on-the-job training and employment opportunities to residents in the Redevelopment Area who are interested in entrepreneurship in the vehicle servicing and detailing industry. The Program will also provide vehicle detailing services to the fleet of vehicles owned by the City of Miami (the “City”). Through its Program, Grantee also intends to further develop its relationship with the City of Miami Police Department and assist in bridging the gap and fostering a better relationship between the community and the police department; and

F. **WHEREAS**, Grantee anticipates gainfully employing between five and fifteen individuals from the Redevelopment Area through the Program, in positions ranging from “vehicle tech specialists” to supervisory level positions fostering the development of managerial skills and encouraging career advancement; and

G. **WHEREAS**, the Board of Commissioners, by Resolution No. CRA-R-22- attached hereto as Exhibit “A,” passed and adopted on October 27, 2022, authorized the issuance of a grant, in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), to the Grantee for funding to underwrite costs associated with the Program

H. **WHEREAS**, the parties wish to enter into this Agreement to set forth the terms and conditions relating to the use of this grant;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct, and are incorporated herein by referenced and made a part hereof.

2. GRANT. Subject to the terms and conditions set forth herein and Grantee's compliance with all of its obligations hereunder, the CRA hereby agrees to make available to Grantee grant funds to be used for the purpose and disbursed in the manner hereinafter provided.

3. USE OF GRANT. The Grant shall be used to underwrite costs associated with the Program incurred during the Term of this Agreement, in accordance with the Program's approved scope of work and budget, ("Scope of Work and Budget") as described in **Exhibit "B"**, attached hereto and incorporated herein.

4. TERM. The term of this Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of one (1) year after the Effective Date, or when the grant funds of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), are expended, whichever occurs first. However, the following rights of the CRA shall survive the expiration or early termination of this Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties, and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

5. DISBURSEMENT OF GRANT.

a. GENERALLY. Subject to the terms and conditions contained in this Agreement, the CRA shall make available to Grantee up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), In no event shall payments to Grantee under this Agreement exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), Payments shall be made to Grantee or directly to vendors on behalf of Grantee, only after receipt and approval of requests for disbursements in accordance with the approved Scope of Work and Budget.

b. REQUESTS FOR DISBURSEMENT OF GRANT FUNDS. All requests for the disbursement of grant funds by Grantee shall be submitted in writing to the CRA by Grantee's authorized representative prior to the termination of this Agreement. All such requests must be accompanied by supporting documents reflecting the use of grant funds and/or expenditures incurred, and that the request is being made in accordance with the Program's approved Scope of Work and Budget, as reflected in **Exhibit "C"**, for expenditures incurred during the Term of this Agreement. For purposes of this Agreement, "supporting documentation" may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Program shall be in Grantee's name, and not in the name of the CRA in light of Grantee's inability to bind the CRA to any legal and/or monetary obligation whatsoever. The CRA reserves the right to request additional supporting documentation for any expenditures, and the CRA reserves the right to deny any and all requests it deems to be outside of the approved Scope of Work and Budget. Grantee's failure to provide additional supporting documentation or explanation regarding expenses incurred, when requested by the CRA, shall serve as grounds for immediate termination of this Agreement, and Grantee solely shall bear all costs associated with any expenditures not approved by the CRA.

c. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to Grantee as a reimbursement for any Project-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Agreement.

d. NO ADVANCE PAYMENTS. The CRA shall not make advance payments to Grantee or Grantee's vendors for services not performed or for goods, materials, or equipment which have not been delivered to Grantee for use in connection with the Project.

6. COMPLIANCE WITH POLICIES AND PROCEDURES. Grantee understands that the use of grant funds is subject to specific reporting, record keeping, administrative, and contracting guidelines and other

requirements affecting the CRA's activities in issuing the grant. CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, Grantee represents and warrants that it will comply, and the grant funds will be used in accordance with all applicable federal, state and local codes, laws, rules, and regulations.

7. **REMEDIES FOR NON-COMPLIANCE.** If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Agreement, the CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Project; or
- e. Take such other remedies that may be legally permitted.

8. **RECORDS AND REPORTS/AUDITS AND EVALUATION.**

a. **PUBLIC RECORDS; MAINTENANCE OF RECORDS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the CRA's audit rights in Section 9(c) below, Grantee acknowledges and accepts the CRA's right to access Grantee's records, legal representatives' and contractors' records, and the obligation of Grantee to retain and to make those records available upon request, and in accordance with all applicable laws. Grantee shall keep and maintain records to show its compliance with this Agreement. In addition, Grantee's contractors and subcontractors must make available, upon the CRA's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Grantee, its contractors and subcontractors shall retain records related to this Agreement or the Project for a period of five (5) years after the expiration, early termination or cancellation of this Agreement.

b. **REPORTS.** Grantee shall deliver to the CRA reports relating to the use of grant funds as requested by the CRA, from time to time and as detailed herein. Failure to provide said reports shall result in grant funds being withheld until Grantee has complied with this provision. Thereafter, continued failure by Grantee in providing such reports shall be considered a default under this Agreement.

c. **AUDIT RIGHTS.** The CRA shall have the right to conduct audits of Grantee's records pertaining to the grant funds and to visit the Program, in order to conduct its monitoring and evaluation activities. Grantee agrees to cooperate with the CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

d. **FAILURE TO COMPLY.** Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the CRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the CRA.

9. **UNUSED FUNDS.** Upon the expiration of the term of this Agreement, Grantee shall transfer to the CRA any unused grant funds on hand at the time of such expiration.

10. **REPRESENTATIONS; WARRANTIES; CERTIFICATIONS.** Grantee represents, warrants, and certifies the following:

a. **INVOICES**. Invoices for all expenditures paid for by Grantee shall be submitted to the CRA for review and approval in accordance with the terms set forth in this Agreement. Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Budget set forth in **Exhibit “B”**.

b. **EXPENDITURES**. Funds disbursed under this Agreement shall be used solely for the Project in accordance with the Scope of Work and Budget set forth in **Exhibit “B”**. All expenditures of grant funds will be made in accordance with the provisions of this Agreement.

c. **SEPARATE ACCOUNTS**. Grant funds shall not be co-mingled with any other funds, and separate accounts and accounting records shall be maintained.

d. **POLITICAL ACTIVITIES**. No expenditure of grant funds shall be used for political activities.

e. **LIABILITY GENERALLY**. Grantee shall be liable to the CRA for the amount of the grant expended in a manner inconsistent with this Agreement.

f. **AUTHORITY**. This Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan, or credit agreement, applicable ordinances, resolutions, or on the date of this Agreement, any other agreement or instrument to which Grantee is a party; or (iii) contravenes or results in any breach of, or default under any other agreement to which Grantee is a party, or results in the creation of any lien or encumbrances upon any property of Grantee.

11. **NON-DISCRIMINATION**. Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Agreement. Furthermore, Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability, or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

12. **CONFLICT OF INTEREST**. Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Agreement by Grantee. Grantee covenants, represents, and warrants that it will comply with all such conflict of interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

13. **CONTINGENCY**. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities, and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The CRA shall not be liable to Grantee for amendment or termination of this Agreement pursuant to this Section.

14. **MARKETING**.

a. **PUBLICATION**. In the event Grantee wishes to engage in any marketing efforts, Grantee shall, if approved by the CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the CRA's name and/or logo, in acknowledgement of the CRA's contribution to the Program, in all forms of media and communications created by Grantee for the purpose of publication, promotion, illustration, advertising, trade, or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements, or interviews.

b. **APPROVAL**. The CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. **LIMITED USE**. Grantee further agrees that the CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in Grantee's use of the CRA's name and logo, confers or may be construed as conferring upon Grantee any right, title, or interest whatsoever in the CRA's name and logo beyond the right granted in this Agreement.

15. **DEFAULT**. If Grantee fails to comply with any term or condition of this Agreement, or fails to perform any of Grantee's obligations hereunder, and Grantee does not cure such failure within thirty (30) days following receipt of written notice from the CRA that such failure has occurred, then Grantee shall be in default. Upon the occurrence of such default hereunder the CRA, in addition to all remedies available to it by law, may immediately, upon written notice to Grantee, terminate this Agreement whereupon all payments, advances, or other compensation paid by the CRA directly to Grantee and utilized by Grantee in violation of this Agreement shall be immediately returned to the CRA. Grantee understands and agrees that termination of this Agreement under this section shall not release Grantee from any obligation accruing prior to the effective date of termination.

16. **NO LIABILITY**. In consideration for the issuance of grant funds under this Agreement, Grantee hereby waives, releases, and discharges the CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to Grantee, its officers, directors, members, employees, agents, or representatives, with respect to any of the provisions of this Agreement or performance under this Agreement. Any liability of the CRA under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

17. **SPECIFIC PERFORMANCE**. In the event of breach of this Agreement by the CRA, Grantee may only seek specific performance of this Agreement and any recovery shall be limited to the grant funding authorized for the services provided herein. In no event shall the CRA be liable to Grantee for any additional compensation, other than that provided herein.

18. **INDEMNIFICATION OF THE CRA**. Grantee agrees to indemnify, defend, protect, and hold harmless the CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials, and equipment contemplated by this Agreement or the Program, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of Grantee or its employees, agents, or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the CRA; or (ii) the failures of Grantee to

comply with any of the paragraphs provisions herein; or (iii) the failure of Grantee, to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Agreement, or any amendment to this Agreement. Grantee expressly agrees to indemnify and hold harmless the CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws. The Indemnification shall survive the cancellation or expiration of the Agreement.

19. INSURANCE. Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "C"**, attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the CRA, or the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Program under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the CRA. Completed Certificates of Insurance shall be filed with the CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Grantee shall at any time upon request by CRA file duplicate copies of the policies of such insurance with the CRA.

If, in the reasonable judgment of CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, CRA shall pay Grantee expenses incurred for the Program, prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

20. DISPUTES. In the event of a dispute between the Executive Director of the CRA and Grantee as to the terms and conditions of this Agreement, the Executive Director of the CRA and Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

21. INTERPRETATION.

a. CAPTIONS. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe, or amplify the terms and provisions of this Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the CRA and Grantee relating to the 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 except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. **CONTRACTUAL INTERPRETATION**. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

d. **COVENANTS**. Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

e. **CONFLICTING TERMS**. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

f. **WAIVER**. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. **SEVERABILITY**. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable; and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. **THIRD-PARTY BENEFICIARIES**. No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

22. **AMENDMENTS**. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

23. **DOCUMENT OWNERSHIP**. Upon request by the CRA, all documents developed by Grantee shall be delivered to the CRA upon completion of this Agreement, and may be used by the CRA, without restriction or limitation. Grantee agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the CRA to Grantee pursuant to this Agreement shall at all times remain the property of the CRA, and shall not be used by Grantee for any other purpose whatsoever, without the written consent of the CRA.

24. **AWARD OF AGREEMENT**. Grantee warrants that it has not employed or retained any person employed by the CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the grant funds.

25. **NON-DELEGABILITY**. The obligations of Grantee under this Agreement shall not be delegated or assigned to any other party without the CRA's prior written consent which may be withheld by the CRA, in its sole discretion.

26. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with Florida law.

27. TERMINATION. The CRA reserves the right to terminate this Agreement, at any time for any reason upon giving five (5) days written notice of termination to Grantee. Should the CRA terminate this Agreement, the CRA will be relieved of all obligations under this Agreement. In no way shall the CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.

28. NOTICE. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To CRA: James McQueen, Executive Director  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
 Miami, FL 33136  
 Email: [JMcQueen@miamigov.com](mailto:JMcQueen@miamigov.com)

With copies to: Vincent T. Brown, Esq., Staff Counsel  
 Email: [Vtbrown@miamigov.com](mailto:Vtbrown@miamigov.com)

To Grantee: Ijamyn Gray, Chief Executive Officer  
 Encouraging Dreamers Breaking Barriers, LLC  
 3520 Douglas Road  
 Miami, FL 33133  
 Email: [ijamyngray62@gmail.com](mailto:ijamyngray62@gmail.com)

29. INDEPENDENT CONTRACTOR. Grantee, its contractors, subcontractors, employees, agents, and participants in the Program shall be deemed to be independent contractors, and not agents or employees of the CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the CRA.

30. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

31. MULTIPLE COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. The facsimile or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

32. MISCELLANEOUS.

a. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

- b. Time shall be of the essence for each and every provision of this Agreement.
- c. All exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the CRA and Grantee have executed this Agreement.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY, of the  
City of Miami, a public agency and body corporate  
created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: \_\_\_\_\_  
Name: Todd B. Hannon  
Title: Clerk of the Board

By: \_\_\_\_\_  
Name: James McQueen  
Title: Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Name: Vincent T. Brown  
Title: Staff Counsel

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By: \_\_\_\_\_  
Name: Ann-Marie Sharpe  
Title: Director of Risk Management

WITNESSES:

ENCOURAGING DREAMERS BREAKING  
BARRIERS, LLC a Florida limited liability company  
("Grantee")  
By: Ijamyn Gray, its Chief Executive Officer

By: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

\_\_\_\_\_

Print: \_\_\_\_\_

**EXHIBIT “A”**

CRA-R-22-

**EXHIBIT “B”**

## Scope of Work and Budget

# PROPOSED FUNDING REQUEST



## Encouraging Dreamers Breaking Barriers, LLC

### Project Name

**EDBB Allstars Youth Escape Detailing Services**

### Prepared For

**The City of Miami SEOPW CRA**

### Prepared By

**Ijamyn Gray, CEO**

**Encouraging Dreamers Breaking Barriers, LLC**

**1490 NW 3rd Avenue | Miami, FL 33136**

**Tel: 786.317.7729**

**ijamyngray62@gmail.com**

### Submitted on

**September 21, 2022**



PO Box 11363, Miami FL 33101  
 Office (786) 317-7729  
 Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)



## FACT SHEET

### **WHO WE ARE:**

Encouraging Dreamers Breaking Barriers, LLC, was established in 2017, with just a dream and a will. We are a for profit organization currently located at 1490 NW 3<sup>rd</sup> Avenue, Suite 106, Miami, Florida 33136. This organization is founded on removing barriers encountered among youth and young men ages 14-24 living in the City of Miami. Our mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing them to entrepreneurship opportunities while educating them in life skills training and promoting successful ways for maturing from an adolescent to a young adult.

### **WHAT WE DO:**

We offer participation in our paid on the job training followed by job opportunities as well as entrepreneurial opportunities for residents between the ages of 16-24, living in underprivileged communities within the City of Miami. Our most current on the job paid training and job placement opportunities are offered through our All-Star Youth Escape Carwash Detail Service, launched in August of 2021, amid the pandemic. Our carwash initiative has been successful in improving the quality of life for our fifteen (15) participants by assuring job placement after completion of their job training. Our mobile carwash pop-ups have also allowed our participants to provide services at many community events and businesses within the City of Miami.



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## PRIOR/CURRENT YEAR PROJECT DELIVERABLES:

Staying true to our mission, we partnered with and supported local businesses to provide the following services and incentives to our participants:

SERVICES PROVIDED / DELIVERABLES	PROVIDED BY	SUCCESS RATE
Talent Acquisitions 1. The hiring of 15-20 youth and young adults within the City of Miami 2. The participation of 15 youth volunteers during Spring and Summer break Carwash Youth Escape Program	Career Source South Florida  Referrals from Local Businesses and Residents	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
On the job car detailing training which includes car tech videos	Encouraging Dreamers Breaking Barriers, LLC	All employees are certified car specialists within four weeks
Financial Literacy Classes / Trainings	Regions Bank and Encouraging Dreamers Breaking Barriers, LLC	90% of employees open new bank accounts within four weeks
Mentorship and Life Skills Trainings	Daily Staff Meetings - Encouraging Dreamers Breaking Barriers, LLC	95% of attendance rate, 95% employee uniformity and enhanced customers service
Support of local businesses:  Supplies purchased for the business 1. Neighborhood Price Choice  Purchased meals for our participants: 2. 2 Guys 3. Chic-fil-A 4. Neighborhood Mc Donald's	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
Participation in the following community events: Father and Son Football Tournament, Thanksgiving Turkey Drive, Community Pop-up Events, Valentine Grams Drive, Back to School Drive, EDBB Annual Christmas Wishlist Event	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-confidence and promotes a sense of fulfillment through community engagements





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## PRIOR YEAR PROJECT SUCCESS STORIES:

### SUCCESS STORY NO. 1

Our first success story was finding my father Randy Hudnell. One day God asked me "how can I save the world and forget about my own. With that though in mind I found my father who was homeless and on drugs at the time. It was a challenge looking past him being an absent parent but with God's permission I was able to forgive my father for his shortfall and offer him a life changing opportunity through employment with Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. Mr. Hudnell, now has a stable job as a car tech specialist/record keeper, he has his own place and is no longer homeless. Our next mission is to assist him with his dream of opening his own business of selling nutritious and delicious organic and natural food and drinks. – Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 2

The second success story is helping groom and mentor Antiwone Johnson, who has been a part of Encouraging Dreamer's Breaking Barriers Allstars Detailing Service from its start. His dream is to someday own his own security company. As a result of shadowing the owner of EDBB, Antiwone has learned the tools needed to operate and manage his own business. He is now the proud owner of A3 Security Services, LLC, which is another service provided under the EDBB umbrella.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 3

Our third success story was the hiring of a young man name Robert Whittle. He was featured on a documentary – Behind the Bars in Miami, where he was in Bootcamp after serving 5 ½ years in prison. He was released in June of 2021, and since his release from prison he has been employed by Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. As a result he now has a stable source of income, has opened a bank account and has transformed his mind into being a model citizen and employee.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 4

The fourth success story is the hiring of over 20 youth from different communities and creating a safe haven through our carwash youth escape initiative. These youth are learning the true meaning of "One Brother One Hood". Each day they realize that this carwash is a life changing opportunity where we wash away our past while waxing and shining into a brighter future

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC



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## WHAT WE NEED:

We are pleased to submit this funding request to the City of Miami SEOPW CRA. support our continual efforts. Our desire is to build a relationship with the SEOPW CRA and work in conjunction with the city to achieve its redevelopment goals by supporting our local car washing project. This project will enhance many City of Miami residents by providing jobs and a service within the local community, while improving the quality of life and promoting entrepreneurship and technology innovations to its participants. The total operating cost per year to fund this program is Three Hundred Thirty-Thousand Dollars (\$330,000.00). In order to keep this effort ongoing, we are seeking your monetary support in the amount of Thirty-Six Thousand Dollars (\$36,000.00), to be used to help fund our car wash/mentorship initiative expenses. With your support we will be able to continue to reach and teach the participants in our program.

Our goal is to give the youth of today an opportunity to learn all the tools needed in becoming a successful business owner and a productive citizen. We realize not all youth are suited for college after graduating from high school. However, all youth can become productive citizens' by earning and learning. With your financial assistance this opportunity will continue to create jobs for our youth and give them a sense of responsibility geared towards earning an honest living. We promote self-worth and reduce the chances of our participants from engaging in unproductive activities. I truly believe initiatives such as this is a necessity throughout our unprivileged neighborhoods/communities which ultimately empower our youth to become self-sufficient productive citizens. The requested funds will be allocated as follows:

Item No.	Description	Unit Price	Line Total
1	TRAIINEES/ CONTRACT MANAGER		\$ 24,000.00
2	WRAPPING OF VANS		\$ 12,000.00
3	ADMINISTRATIVE / AUDIT SERVICES		\$
4	Infrastructure Request – EDBB is requesting the continued use of the property located at 1490 NW 3 <sup>rd</sup> Avenue for its services and mentorship program		
<b>Total Budget</b>			<b>\$ 36,000.00</b>



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## WHY WE NEED IT:

We have seen the effects of our program and community engagements and the outcome has been phenomenal thus far. I am a testimony of how programs such as this made a difference in my childhood. With youth violence on the rise our organization is committed to providing job opportunities, mentorship and other trainings, which teach life skills that focus on how to work through the many barriers that may prevent our participants from succeeding.

## CONCLUSION:

Encouraging Dreamers Breaking Barriers, LLC takes pride in caring for our employees, our customers, our shareholders and our environment. We hire dedicated employees who have similar values. We are a customer-first establishment, and we provide all of our employees the opportunity to build everlasting careers. EDBB All Star Youth Escape Detailing Services has created a working environment in the City of Miami where employees can perform their best and strive to achieve his or her personal goals. Because of our detailed training and safety program, we encourage our employees to dream big despite the barriers we face.

We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective, employee invested, and customer first solution.

Thank you for your consideration,

Mr. Ijamyn Gray, Founder  
 Encouraging Dreamers Breaking Barriers, LLC  
 (EDBB All Star Youth Escape Carwash Detailing Services)



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MONTH	PROJECT TIMELINE
January 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners, and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Father and Son Football Tournament”</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “EDBB Spreading Love on Valentine’s Day”</li> </ul>
March 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Spring Break Youth Escape”</li> </ul>
April 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Easter Egg Give Away Car Wash Drive”</li> </ul>
May 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• EDBB Annual Team Building Event – “Car Wash Expo”</li> </ul>
June 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Summer Break Youth Escape”</li> </ul>
July 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Summer Break Youth Escape continued”</li> </ul>
August 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Back to School Youth Car wash Drive”</li> </ul>



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September 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Teacher Planning Day Youth Car Wash”</li> </ul>
October 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Trick or Treat Youth Car Wash Candy Drive”</li> </ul>
November 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Turkey Give-Away Youth Car Wash Drive”</li> </ul>
December 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “EDBB Christmas Wishlist Toy Drive”</li> </ul>

## TRAININGS

All employees will attend trainings on the proper techniques to detail all vehicles and safety precautions before any work is performed on the vehicles. Professionalism and Skills Trainings are conducted monthly and mandatory for all employees.

TITLE	ADMINISTERED BY
NEW HIRE ORIENTATION	EDBB INC
CAR WASH DETAILING TRAINING / SERIES 101-105	Ammo Training Academy
PROFESSIONALISM IN THE WORK-PLACE	EDBB INC / Bogie Knowledge House (BKH)
FINANCIAL LITERACY	REGIONS BANK & TRANSITION INC
DRESS CODE	EDBB INC / Bogie Knowledge House (BKH)
GOOD DECISION MAKING	EDBB INC / Bogie Knowledge House (BKH)
CUSTOMER SERVICE	EDBB INC / Bogie Knowledge House (BKH)
EMOTIONAL INTELLIGENCE	EDBB INC / Bogie Knowledge House (BKH)
RESPECT IN THE WORKPLACE	EDBB INC / Bogie Knowledge House (BKH)
SEXUAL HARASSMENT IN THE WORKPLACE	EDBB INC / Bogie Knowledge House (BKH)
TIME MANAGEMENT	EDBB INC / Bogie Knowledge House (BKH)
MONEY MANAGEMENT	EDBB INC / Bogie Knowledge House (BKH)



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## **Training Sessions Photographs**





PO Box 11363, Miami FL 33101  
Office (786) 317-7729  
Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)

## **Training Sessions Photographs**





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## Onsite Special Carwash Experiences



City of  
 Miami  
 Police  
 Vehicles



The Historic Macedonia Missionary Baptist Church Van



Commissioner Keon Hardemon Vehicle



First Baby Rolls-Royce Vehicle



Levi Rowe Food Truck



Suited for Success Service Vehicle





PO Box 11363, Miami FL 33101  
 Office (786) 317-7729  
 Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)

## Offsite Carwash Experiences



Pop-up  
Carwash  
Event in  
Liberty City



CCC  
Miami  
Custom  
Golf Carts



### City of Sunny Isles Trolley Buses



### City of Miami Mayor Tesla Vehicle



City of Miami  
PAL Ice Cream  
Truck





PO Box 11363, Miami FL 33101  
Office (786) 317-7729  
Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)

**EXHIBIT “C”**

## Insurance Requirements

## INSURANCE REQUIREMENTS - ENCOURAGING DREAMERS BREAKING BARRIERS, LLC

### I. Commercial General Liability

#### A. Limits of Liability

Bodily Injury and Property Damage Liability	
Each Occurrence	\$1,000,000
General Aggregate Limit	\$ 2,000,000
Personal and Adv. Injury	\$ 1,000,000
Products/Completed Operations	\$ 1,000,000

#### B. Endorsements Required

City of Miami and SEOPWCRA listed as additional insured  
 Contingent & Contractual Liability  
 Premises and Operations Liability  
 Primary Insurance Clause Endorsement

### II. Business Automobile Liability (if applicable)

#### A. Limits of Liability

Bodily Injury and Property Damage Liability	
Combined Single Limit	
Owned/Scheduled Autos	
Including Hired, Borrowed or Non-Owned Autos	
Any One Accident	\$ 300,000

#### B. Endorsements Required

City of Miami and SEOPW CRA listed as an additional insured

### III. Worker's Compensation

Limits of Liability  
 Statutory-State of Florida  
 Waiver of Subrogation

Employer's Liability

#### A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident  
 \$100,000 for bodily injury caused by disease, each employee  
 \$500,000 for bodily injury caused by disease, policy limit

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

**The company must be rated no less than “A-” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.**

## GRANT AGREEMENT

This GRANT AGREEMENT (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (“Effective Date”) by and between SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“CRA”), and ENCOURAGING DREAMERS BREAKING BARRIERS, LLC, a Florida limited liability company (“Grantee”).

### RECITALS

A. **WHEREAS**, the CRA is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Community Redevelopment Plan (the “Plan”); and

B. **WHEREAS**, Section 2, Goals 4 and 6 on page 11 of the Plan lists the “creati[on of] jobs within the community” and “improving the quality of life for residents” as stated redevelopment goals; and

C. **WHEREAS**, Section 2, Principle 6 on page 15 of the Plan lists the promotion of “local cultural events, institutions, and businesses” as a stated redevelopment principle; and

D. **WHEREAS**, Section 2, Principle 6 on page 15 of the Plan provides that in order to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] … [it is necessary to] support and enhance existing businesses and … attract new businesses that provide needed services and economic opportunities …”; and

E. **WHEREAS**, Grantee’s All Star Detailing Services training and second-chance program (the “Program”) will provide on-the-job training and employment opportunities to residents in the Redevelopment Area who are interested in entrepreneurship in the vehicle servicing and detailing industry. The Program will also provide vehicle detailing services to the fleet of vehicles owned by the City of Miami (the “City”). Through its Program, Grantee also intends to further develop its relationship with the City of Miami Police Department and assist in bridging the gap and fostering a better relationship between the community and the police department; and

F. **WHEREAS**, Grantee anticipates gainfully employing between five and fifteen individuals from the Redevelopment Area through the Program, in positions ranging from “vehicle tech specialists” to supervisory level positions fostering the development of managerial skills and encouraging career advancement; and

G. **WHEREAS**, the Board of Commissioners, by Resolution No. CRA-R-22- attached hereto as Exhibit “A,” passed and adopted on October 27, 2022, authorized the issuance of a grant, in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), to the Grantee for funding to underwrite costs associated with the Program

H. **WHEREAS**, the parties wish to enter into this Agreement to set forth the terms and conditions relating to the use of this grant;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct, and are incorporated herein by referenced and made a part hereof.

2. GRANT. Subject to the terms and conditions set forth herein and Grantee's compliance with all of its obligations hereunder, the CRA hereby agrees to make available to Grantee grant funds to be used for the purpose and disbursed in the manner hereinafter provided.

3. USE OF GRANT. The Grant shall be used to underwrite costs associated with the Program incurred during the Term of this Agreement, in accordance with the Program's approved scope of work and budget, ("Scope of Work and Budget") as described in **Exhibit "B"**, attached hereto and incorporated herein.

4. TERM. The term of this Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of one (1) year after the Effective Date, or when the grant funds of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), are expended, whichever occurs first. However, the following rights of the CRA shall survive the expiration or early termination of this Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties, and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

#### 5. DISBURSEMENT OF GRANT.

a. GENERALLY. Subject to the terms and conditions contained in this Agreement, the CRA shall make available to Grantee up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), In no event shall payments to Grantee under this Agreement exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), Payments shall be made to Grantee or directly to vendors on behalf of Grantee, only after receipt and approval of requests for disbursements in accordance with the approved Scope of Work and Budget.

b. REQUESTS FOR DISBURSEMENT OF GRANT FUNDS. All requests for the disbursement of grant funds by Grantee shall be submitted in writing to the CRA by Grantee's authorized representative prior to the termination of this Agreement. All such requests must be accompanied by supporting documents reflecting the use of grant funds and/or expenditures incurred, and that the request is being made in accordance with the Program's approved Scope of Work and Budget, as reflected in **Exhibit "C"**, for expenditures incurred during the Term of this Agreement. For purposes of this Agreement, "supporting documentation" may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Program shall be in Grantee's name, and not in the name of the CRA in light of Grantee's inability to bind the CRA to any legal and/or monetary obligation whatsoever. The CRA reserves the right to request additional supporting documentation for any expenditures, and the CRA reserves the right to deny any and all requests it deems to be outside of the approved Scope of Work and Budget. Grantee's failure to provide additional supporting documentation or explanation regarding expenses incurred, when requested by the CRA, shall serve as grounds for immediate termination of this Agreement, and Grantee solely shall bear all costs associated with any expenditures not approved by the CRA.

c. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to Grantee as a reimbursement for any Project-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Agreement.

d. NO ADVANCE PAYMENTS. The CRA shall not make advance payments to Grantee or Grantee's vendors for services not performed or for goods, materials, or equipment which have not been delivered to Grantee for use in connection with the Project.

6. COMPLIANCE WITH POLICIES AND PROCEDURES. Grantee understands that the use of grant funds is subject to specific reporting, record keeping, administrative, and contracting guidelines and other

requirements affecting the CRA's activities in issuing the grant. CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, Grantee represents and warrants that it will comply, and the grant funds will be used in accordance with all applicable federal, state and local codes, laws, rules, and regulations.

7. **REMEDIES FOR NON-COMPLIANCE.** If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Agreement, the CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Project; or
- e. Take such other remedies that may be legally permitted.

8. **RECORDS AND REPORTS/AUDITS AND EVALUATION.**

a. **PUBLIC RECORDS; MAINTENANCE OF RECORDS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the CRA's audit rights in Section 9(c) below, Grantee acknowledges and accepts the CRA's right to access Grantee's records, legal representatives' and contractors' records, and the obligation of Grantee to retain and to make those records available upon request, and in accordance with all applicable laws. Grantee shall keep and maintain records to show its compliance with this Agreement. In addition, Grantee's contractors and subcontractors must make available, upon the CRA's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Grantee, its contractors and subcontractors shall retain records related to this Agreement or the Project for a period of five (5) years after the expiration, early termination or cancellation of this Agreement.

b. **REPORTS.** Grantee shall deliver to the CRA reports relating to the use of grant funds as requested by the CRA, from time to time and as detailed herein. Failure to provide said reports shall result in grant funds being withheld until Grantee has complied with this provision. Thereafter, continued failure by Grantee in providing such reports shall be considered a default under this Agreement.

c. **AUDIT RIGHTS.** The CRA shall have the right to conduct audits of Grantee's records pertaining to the grant funds and to visit the Program, in order to conduct its monitoring and evaluation activities. Grantee agrees to cooperate with the CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

d. **FAILURE TO COMPLY.** Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the CRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the CRA.

9. **UNUSED FUNDS.** Upon the expiration of the term of this Agreement, Grantee shall transfer to the CRA any unused grant funds on hand at the time of such expiration.

10. **REPRESENTATIONS; WARRANTIES; CERTIFICATIONS.** Grantee represents, warrants, and certifies the following:

a. **INVOICES**. Invoices for all expenditures paid for by Grantee shall be submitted to the CRA for review and approval in accordance with the terms set forth in this Agreement. Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Budget set forth in **Exhibit “B”**.

b. **EXPENDITURES**. Funds disbursed under this Agreement shall be used solely for the Project in accordance with the Scope of Work and Budget set forth in **Exhibit “B”**. All expenditures of grant funds will be made in accordance with the provisions of this Agreement.

c. **SEPARATE ACCOUNTS**. Grant funds shall not be co-mingled with any other funds, and separate accounts and accounting records shall be maintained.

d. **POLITICAL ACTIVITIES**. No expenditure of grant funds shall be used for political activities.

e. **LIABILITY GENERALLY**. Grantee shall be liable to the CRA for the amount of the grant expended in a manner inconsistent with this Agreement.

f. **AUTHORITY**. This Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan, or credit agreement, applicable ordinances, resolutions, or on the date of this Agreement, any other agreement or instrument to which Grantee is a party; or (iii) contravenes or results in any breach of, or default under any other agreement to which Grantee is a party, or results in the creation of any lien or encumbrances upon any property of Grantee.

11. **NON-DISCRIMINATION**. Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Agreement. Furthermore, Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability, or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

12. **CONFLICT OF INTEREST**. Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Agreement by Grantee. Grantee covenants, represents, and warrants that it will comply with all such conflict of interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

13. **CONTINGENCY**. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities, and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The CRA shall not be liable to Grantee for amendment or termination of this Agreement pursuant to this Section.

14. **MARKETING**.

a. **PUBLICATION**. In the event Grantee wishes to engage in any marketing efforts, Grantee shall, if approved by the CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the CRA's name and/or logo, in acknowledgement of the CRA's contribution to the Program, in all forms of media and communications created by Grantee for the purpose of publication, promotion, illustration, advertising, trade, or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements, or interviews.

b. **APPROVAL**. The CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. **LIMITED USE**. Grantee further agrees that the CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in Grantee's use of the CRA's name and logo, confers or may be construed as conferring upon Grantee any right, title, or interest whatsoever in the CRA's name and logo beyond the right granted in this Agreement.

15. **DEFAULT**. If Grantee fails to comply with any term or condition of this Agreement, or fails to perform any of Grantee's obligations hereunder, and Grantee does not cure such failure within thirty (30) days following receipt of written notice from the CRA that such failure has occurred, then Grantee shall be in default. Upon the occurrence of such default hereunder the CRA, in addition to all remedies available to it by law, may immediately, upon written notice to Grantee, terminate this Agreement whereupon all payments, advances, or other compensation paid by the CRA directly to Grantee and utilized by Grantee in violation of this Agreement shall be immediately returned to the CRA. Grantee understands and agrees that termination of this Agreement under this section shall not release Grantee from any obligation accruing prior to the effective date of termination.

16. **NO LIABILITY**. In consideration for the issuance of grant funds under this Agreement, Grantee hereby waives, releases, and discharges the CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to Grantee, its officers, directors, members, employees, agents, or representatives, with respect to any of the provisions of this Agreement or performance under this Agreement. Any liability of the CRA under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

17. **SPECIFIC PERFORMANCE**. In the event of breach of this Agreement by the CRA, Grantee may only seek specific performance of this Agreement and any recovery shall be limited to the grant funding authorized for the services provided herein. In no event shall the CRA be liable to Grantee for any additional compensation, other than that provided herein.

18. **INDEMNIFICATION OF THE CRA**. Grantee agrees to indemnify, defend, protect, and hold harmless the CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials, and equipment contemplated by this Agreement or the Program, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of Grantee or its employees, agents, or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the CRA; or (ii) the failures of Grantee to

comply with any of the paragraphs provisions herein; or (iii) the failure of Grantee, to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Agreement, or any amendment to this Agreement. Grantee expressly agrees to indemnify and hold harmless the CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws. The Indemnification shall survive the cancellation or expiration of the Agreement.

19. INSURANCE. Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "C"**, attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the CRA, or the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Program under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the CRA. Completed Certificates of Insurance shall be filed with the CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Grantee shall at any time upon request by CRA file duplicate copies of the policies of such insurance with the CRA.

If, in the reasonable judgment of CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, CRA shall pay Grantee expenses incurred for the Program, prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

20. DISPUTES. In the event of a dispute between the Executive Director of the CRA and Grantee as to the terms and conditions of this Agreement, the Executive Director of the CRA and Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

21. INTERPRETATION.

a. CAPTIONS. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe, or amplify the terms and provisions of this Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the CRA and Grantee relating to the 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 except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. **CONTRACTUAL INTERPRETATION**. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

d. **COVENANTS**. Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

e. **CONFLICTING TERMS**. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

f. **WAIVER**. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. **SEVERABILITY**. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable; and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. **THIRD-PARTY BENEFICIARIES**. No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

22. **AMENDMENTS**. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

23. **DOCUMENT OWNERSHIP**. Upon request by the CRA, all documents developed by Grantee shall be delivered to the CRA upon completion of this Agreement, and may be used by the CRA, without restriction or limitation. Grantee agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the CRA to Grantee pursuant to this Agreement shall at all times remain the property of the CRA, and shall not be used by Grantee for any other purpose whatsoever, without the written consent of the CRA.

24. **AWARD OF AGREEMENT**. Grantee warrants that it has not employed or retained any person employed by the CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the grant funds.

25. **NON-DELEGABILITY**. The obligations of Grantee under this Agreement shall not be delegated or assigned to any other party without the CRA's prior written consent which may be withheld by the CRA, in its sole discretion.

26. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with Florida law.

27. TERMINATION. The CRA reserves the right to terminate this Agreement, at any time for any reason upon giving five (5) days written notice of termination to Grantee. Should the CRA terminate this Agreement, the CRA will be relieved of all obligations under this Agreement. In no way shall the CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.

28. NOTICE. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To CRA: James McQueen, Executive Director  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
 Miami, FL 33136  
 Email: [JMcQueen@miamigov.com](mailto:JMcQueen@miamigov.com)

With copies to: Vincent T. Brown, Esq., Staff Counsel  
 Email: [Vtbrown@miamigov.com](mailto:Vtbrown@miamigov.com)

To Grantee: Ijamyn Gray, Chief Executive Officer  
 Encouraging Dreamers Breaking Barriers, LLC  
 3520 Douglas Road  
 Miami, FL 33133  
 Email: [ijamyngray62@gmail.com](mailto:ijamyngray62@gmail.com)

29. INDEPENDENT CONTRACTOR. Grantee, its contractors, subcontractors, employees, agents, and participants in the Program shall be deemed to be independent contractors, and not agents or employees of the CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the CRA.

30. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

31. MULTIPLE COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. The facsimile or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

32. MISCELLANEOUS.

a. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

- b. Time shall be of the essence for each and every provision of this Agreement.
- c. All exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the CRA and Grantee have executed this Agreement.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY, of the  
City of Miami, a public agency and body corporate  
created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: \_\_\_\_\_  
Name: Todd B. Hannon  
Title: Clerk of the Board

By: \_\_\_\_\_  
Name: James McQueen  
Title: Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Name: Vincent T. Brown  
Title: Staff Counsel

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By: \_\_\_\_\_  
Name: Ann-Marie Sharpe  
Title: Director of Risk Management

WITNESSES:

By: \_\_\_\_\_

ENCOURAGING DREAMERS BREAKING  
BARRIERS, LLC a Florida limited liability company  
("Grantee")  
By: Ijamyn Gray, its Chief Executive Officer

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

**EXHIBIT “A”**

CRA-R-22-

**EXHIBIT “B”**

## Scope of Work and Budget

# PROPOSED FUNDING REQUEST



## Encouraging Dreamers Breaking Barriers, LLC

### Project Name

**EDBB Allstars Youth Escape Detailing Services**

### Prepared For

**The City of Miami SEOPW CRA**

### Prepared By

**Ijamyn Gray, CEO**

**Encouraging Dreamers Breaking Barriers, LLC**

**1490 NW 3rd Avenue | Miami, FL 33136**

**Tel: 786.317.7729**

**ijamyngray62@gmail.com**

### Submitted on

**September 21, 2022**



PO Box 11363, Miami FL 33101  
 Office (786) 317-7729  
 Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)



## FACT SHEET

### WHO WE ARE:

Encouraging Dreamers Breaking Barriers, LLC, was established in 2017, with just a dream and a will. We are a for profit organization currently located at 1490 NW 3<sup>rd</sup> Avenue, Suite 106, Miami, Florida 33136. This organization is founded on removing barriers encountered among youth and young men ages 14-24 living in the City of Miami. Our mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing them to entrepreneurship opportunities while educating them in life skills training and promoting successful ways for maturing from an adolescent to a young adult.

### WHAT WE DO:

We offer participation in our paid on the job training followed by job opportunities as well as entrepreneurial opportunities for residents between the ages of 16-24, living in underprivileged communities within the City of Miami. Our most current on the job paid training and job placement opportunities are offered through our All-Star Youth Escape Carwash Detail Service, launched in August of 2021, amid the pandemic. Our carwash initiative has been successful in improving the quality of life for our fifteen (15) participants by assuring job placement after completion of their job training. Our mobile carwash pop-ups have also allowed our participants to provide services at many community events and businesses within the City of Miami.



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## PRIOR/CURRENT YEAR PROJECT DELIVERABLES:

Staying true to our mission, we partnered with and supported local businesses to provide the following services and incentives to our participants:

SERVICES PROVIDED / DELIVERABLES	PROVIDED BY	SUCCESS RATE
Talent Acquisitions 1. The hiring of 15-20 youth and young adults within the City of Miami 2. The participation of 15 youth volunteers during Spring and Summer break Carwash Youth Escape Program	Career Source South Florida  Referrals from Local Businesses and Residents	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
On the job car detailing training which includes car tech videos	Encouraging Dreamers Breaking Barriers, LLC	All employees are certified car specialists within four weeks
Financial Literacy Classes / Trainings	Regions Bank and Encouraging Dreamers Breaking Barriers, LLC	90% of employees open new bank accounts within four weeks
Mentorship and Life Skills Trainings	Daily Staff Meetings - Encouraging Dreamers Breaking Barriers, LLC	95% of attendance rate, 95% employee uniformity and enhanced customers service
Support of local businesses:  Supplies purchased for the business 1. Neighborhood Price Choice  Purchased meals for our participants: 2. 2 Guys 3. Chic-fil-A 4. Neighborhood Mc Donald's	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
Participation in the following community events: Father and Son Football Tournament, Thanksgiving Turkey Drive, Community Pop-up Events, Valentine Grams Drive, Back to School Drive, EDBB Annual Christmas Wishlist Event	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-confidence and promotes a sense of fulfillment through community engagements





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## PRIOR YEAR PROJECT SUCCESS STORIES:

### SUCCESS STORY NO. 1

Our first success story was finding my father Randy Hudnell. One day God asked me "how can I save the world and forget about my own. With that though in mind I found my father who was homeless and on drugs at the time. It was a challenge looking past him being an absent parent but with God's permission I was able to forgive my father for his shortfall and offer him a life changing opportunity through employment with Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. Mr. Hudnell, now has a stable job as a car tech specialist/record keeper, he has his own place and is no longer homeless. Our next mission is to assist him with his dream of opening his own business of selling nutritious and delicious organic and natural food and drinks. – Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 2

The second success story is helping groom and mentor Antiwone Johnson, who has been a part of Encouraging Dreamer's Breaking Barriers Allstars Detailing Service from its start. His dream is to someday own his own security company. As a result of shadowing the owner of EDBB, Antiwone has learned the tools needed to operate and manage his own business. He is now the proud owner of A3 Security Services, LLC, which is another service provided under the EDBB umbrella.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 3

Our third success story was the hiring of a young man name Robert Whittle. He was featured on a documentary – Behind the Bars in Miami, where he was in Bootcamp after serving 5 ½ years in prison. He was released in June of 2021, and since his release from prison he has been employed by Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. As a result he now has a stable source of income, has opened a bank account and has transformed his mind into being a model citizen and employee.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 4

The fourth success story is the hiring of over 20 youth from different communities and creating a safe haven through our carwash youth escape initiative. These youth are learning the true meaning of "One Brother One Hood". Each day they realize that this carwash is a life changing opportunity where we wash away our past while waxing and shining into a brighter future

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC



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## WHAT WE NEED:

We are pleased to submit this funding request to the City of Miami SEOPW CRA. support our continual efforts. Our desire is to build a relationship with the SEOPW CRA and work in conjunction with the city to achieve its redevelopment goals by supporting our local car washing project. This project will enhance many City of Miami residents by providing jobs and a service within the local community, while improving the quality of life and promoting entrepreneurship and technology innovations to its participants. The total operating cost per year to fund this program is Three Hundred Thirty-Thousand Dollars (\$330,000.00). In order to keep this effort ongoing, we are seeking your monetary support in the amount of Thirty-Six Thousand Dollars (\$36,000.00), to be used to help fund our car wash/mentorship initiative expenses. With your support we will be able to continue to reach and teach the participants in our program.

Our goal is to give the youth of today an opportunity to learn all the tools needed in becoming a successful business owner and a productive citizen. We realize not all youth are suited for college after graduating from high school. However, all youth can become productive citizens' by earning and learning. With your financial assistance this opportunity will continue to create jobs for our youth and give them a sense of responsibility geared towards earning an honest living. We promote self-worth and reduce the chances of our participants from engaging in unproductive activities. I truly believe initiatives such as this is a necessity throughout our unprivileged neighborhoods/communities which ultimately empower our youth to become self-sufficient productive citizens. The requested funds will be allocated as follows:

Item No.	Description	Unit Price	Line Total
1	TRAIINEES/ CONTRACT MANAGER		\$ 24,000.00
2	WRAPPING OF VANS		\$ 12,000.00
3	ADMINISTRATIVE / AUDIT SERVICES		\$
4	Infrastructure Request – EDBB is requesting the continued use of the property located at 1490 NW 3 <sup>rd</sup> Avenue for its services and mentorship program		
<b>Total Budget</b>			<b>\$ 36,000.00</b>



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## WHY WE NEED IT:

We have seen the effects of our program and community engagements and the outcome has been phenomenal thus far. I am a testimony of how programs such as this made a difference in my childhood. With youth violence on the rise our organization is committed to providing job opportunities, mentorship and other trainings, which teach life skills that focus on how to work through the many barriers that may prevent our participants from succeeding.

## CONCLUSION:

Encouraging Dreamers Breaking Barriers, LLC takes pride in caring for our employees, our customers, our shareholders and our environment. We hire dedicated employees who have similar values. We are a customer-first establishment, and we provide all of our employees the opportunity to build everlasting careers. EDBB All Star Youth Escape Detailing Services has created a working environment in the City of Miami where employees can perform their best and strive to achieve his or her personal goals. Because of our detailed training and safety program, we encourage our employees to dream big despite the barriers we face.

We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective, employee invested, and customer first solution.

Thank you for your consideration,

Mr. Ijamyn Gray, Founder  
 Encouraging Dreamers Breaking Barriers, LLC  
 (EDBB All Star Youth Escape Carwash Detailing Services)



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MONTH	PROJECT TIMELINE
January 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners, and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Father and Son Football Tournament”</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “EDBB Spreading Love on Valentine’s Day”</li> </ul>
March 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Spring Break Youth Escape”</li> </ul>
April 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Easter Egg Give Away Car Wash Drive”</li> </ul>
May 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• EDBB Annual Team Building Event – “Car Wash Expo”</li> </ul>
June 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Summer Break Youth Escape”</li> </ul>
July 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Summer Break Youth Escape continued”</li> </ul>
August 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Back to School Youth Car wash Drive”</li> </ul>



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September 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Teacher Planning Day Youth Car Wash”</li> </ul>
October 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Trick or Treat Youth Car Wash Candy Drive”</li> </ul>
November 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Turkey Give-Away Youth Car Wash Drive”</li> </ul>
December 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “EDBB Christmas Wishlist Toy Drive”</li> </ul>

## **TRAININGS**

All employees will attend trainings on the proper techniques to detail all vehicles and safety precautions before any work is performed on the vehicles. Professionalism and Skills Trainings are conducted monthly and mandatory for all employees.

<b>TITLE</b>	<b>ADMINISTERED BY</b>
NEW HIRE ORIENTATION	EDBB INC
CAR WASH DETAILING TRAINING / SERIES 101-105	Ammo Training Academy
PROFESSIONALISM IN THE WORK-PLACE	EDBB INC / Bogie Knowledge House (BKH)
FINANCIAL LITERACY	REGIONS BANK & TRANSITION INC
DRESS CODE	EDBB INC / Bogie Knowledge House (BKH)
GOOD DECISION MAKING	EDBB INC / Bogie Knowledge House (BKH)
CUSTOMER SERVICE	EDBB INC / Bogie Knowledge House (BKH)
EMOTIONAL INTELLIGENCE	EDBB INC / Bogie Knowledge House (BKH)
RESPECT IN THE WORKPLACE	EDBB INC / Bogie Knowledge House (BKH)
SEXUAL HARASSMENT IN THE WORKPLACE	EDBB INC / Bogie Knowledge House (BKH)
TIME MANAGEMENT	EDBB INC / Bogie Knowledge House (BKH)
MONEY MANAGEMENT	EDBB INC / Bogie Knowledge House (BKH)



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## **Training Sessions Photographs**





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## Onsite Special Carwash Experiences



City of  
 Miami  
 Police  
 Vehicles



The Historic Macedonia Missionary Baptist Church Van



Commissioner Keon Hardemon Vehicle



First Baby Rolls-Royce Vehicle



Levi Rowe Food Truck



Suited for Success Service Vehicle





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## Offsite Carwash Experiences



Pop-up  
Carwash  
Event in  
Liberty City



CCC  
Miami  
Custom  
Golf Carts



### City of Sunny Isles Trolley Buses



### City of Miami Mayor Tesla Vehicle



City of Miami  
PAL Ice Cream  
Truck





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## GRANT AGREEMENT

This GRANT AGREEMENT (“Agreement”) is made as of this \_\_\_\_\_ day of \_\_\_\_\_ 2022 (“Effective Date”) by and between SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (“CRA”), and ENCOURAGING DREAMERS BREAKING BARRIERS, LLC, a Florida limited liability company (“Grantee”).

### RECITALS

A. **WHEREAS**, the CRA is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Community Redevelopment Plan (the “Plan”); and

B. **WHEREAS**, Section 2, Goals 4 and 6 on page 11 of the Plan lists the “creati[on of] jobs within the community” and “improving the quality of life for residents” as stated redevelopment goals; and

C. **WHEREAS**, Section 2, Principle 6 on page 15 of the Plan lists the promotion of “local cultural events, institutions, and businesses” as a stated redevelopment principle; and

D. **WHEREAS**, Section 2, Principle 6 on page 15 of the Plan provides that in order to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses[,] … [it is necessary to] support and enhance existing businesses and … attract new businesses that provide needed services and economic opportunities …”; and

E. **WHEREAS**, Grantee’s All Star Detailing Services training and second-chance program (the “Program”) will provide on-the-job training and employment opportunities to residents in the Redevelopment Area who are interested in entrepreneurship in the vehicle servicing and detailing industry. The Program will also provide vehicle detailing services to the fleet of vehicles owned by the City of Miami (the “City”). Through its Program, Grantee also intends to further develop its relationship with the City of Miami Police Department and assist in bridging the gap and fostering a better relationship between the community and the police department; and

F. **WHEREAS**, Grantee anticipates gainfully employing between five and fifteen individuals from the Redevelopment Area through the Program, in positions ranging from “vehicle tech specialists” to supervisory level positions fostering the development of managerial skills and encouraging career advancement; and

G. **WHEREAS**, the Board of Commissioners, by Resolution No. CRA-R-22- attached hereto as Exhibit “A,” passed and adopted on October 27, 2022, authorized the issuance of a grant, in an amount not to exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), to the Grantee for funding to underwrite costs associated with the Program

H. **WHEREAS**, the parties wish to enter into this Agreement to set forth the terms and conditions relating to the use of this grant;

**NOW, THEREFORE**, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt, and sufficiency of which is hereby acknowledged, the CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct, and are incorporated herein by referenced and made a part hereof.

2. GRANT. Subject to the terms and conditions set forth herein and Grantee's compliance with all of its obligations hereunder, the CRA hereby agrees to make available to Grantee grant funds to be used for the purpose and disbursed in the manner hereinafter provided.

3. USE OF GRANT. The Grant shall be used to underwrite costs associated with the Program incurred during the Term of this Agreement, in accordance with the Program's approved scope of work and budget, ("Scope of Work and Budget") as described in **Exhibit "B"**, attached hereto and incorporated herein.

4. TERM. The term of this Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of one (1) year after the Effective Date, or when the grant funds of Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), are expended, whichever occurs first. However, the following rights of the CRA shall survive the expiration or early termination of this Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties, and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

5. DISBURSEMENT OF GRANT.

a. GENERALLY. Subject to the terms and conditions contained in this Agreement, the CRA shall make available to Grantee up to Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), In no event shall payments to Grantee under this Agreement exceed Seventy-Five Thousand Dollars and Zero Cents (\$75,000.00), Payments shall be made to Grantee or directly to vendors on behalf of Grantee, only after receipt and approval of requests for disbursements in accordance with the approved Scope of Work and Budget.

b. REQUESTS FOR DISBURSEMENT OF GRANT FUNDS. All requests for the disbursement of grant funds by Grantee shall be submitted in writing to the CRA by Grantee's authorized representative prior to the termination of this Agreement. All such requests must be accompanied by supporting documents reflecting the use of grant funds and/or expenditures incurred, and that the request is being made in accordance with the Program's approved Scope of Work and Budget, as reflected in **Exhibit "C"**, for expenditures incurred during the Term of this Agreement. For purposes of this Agreement, "supporting documentation" may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Program shall be in Grantee's name, and not in the name of the CRA in light of Grantee's inability to bind the CRA to any legal and/or monetary obligation whatsoever. The CRA reserves the right to request additional supporting documentation for any expenditures, and the CRA reserves the right to deny any and all requests it deems to be outside of the approved Scope of Work and Budget. Grantee's failure to provide additional supporting documentation or explanation regarding expenses incurred, when requested by the CRA, shall serve as grounds for immediate termination of this Agreement, and Grantee solely shall bear all costs associated with any expenditures not approved by the CRA.

c. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to Grantee as a reimbursement for any Project-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Agreement.

d. NO ADVANCE PAYMENTS. The CRA shall not make advance payments to Grantee or Grantee's vendors for services not performed or for goods, materials, or equipment which have not been delivered to Grantee for use in connection with the Project.

6. COMPLIANCE WITH POLICIES AND PROCEDURES. Grantee understands that the use of grant funds is subject to specific reporting, record keeping, administrative, and contracting guidelines and other

requirements affecting the CRA's activities in issuing the grant. CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, Grantee represents and warrants that it will comply, and the grant funds will be used in accordance with all applicable federal, state and local codes, laws, rules, and regulations.

7. **REMEDIES FOR NON-COMPLIANCE.** If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Agreement, the CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Project; or
- e. Take such other remedies that may be legally permitted.

8. **RECORDS AND REPORTS/AUDITS AND EVALUATION.**

a. **PUBLIC RECORDS; MAINTENANCE OF RECORDS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the CRA's audit rights in Section 9(c) below, Grantee acknowledges and accepts the CRA's right to access Grantee's records, legal representatives' and contractors' records, and the obligation of Grantee to retain and to make those records available upon request, and in accordance with all applicable laws. Grantee shall keep and maintain records to show its compliance with this Agreement. In addition, Grantee's contractors and subcontractors must make available, upon the CRA's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. Grantee, its contractors and subcontractors shall retain records related to this Agreement or the Project for a period of five (5) years after the expiration, early termination or cancellation of this Agreement.

b. **REPORTS.** Grantee shall deliver to the CRA reports relating to the use of grant funds as requested by the CRA, from time to time and as detailed herein. Failure to provide said reports shall result in grant funds being withheld until Grantee has complied with this provision. Thereafter, continued failure by Grantee in providing such reports shall be considered a default under this Agreement.

c. **AUDIT RIGHTS.** The CRA shall have the right to conduct audits of Grantee's records pertaining to the grant funds and to visit the Program, in order to conduct its monitoring and evaluation activities. Grantee agrees to cooperate with the CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

d. **FAILURE TO COMPLY.** Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the CRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the CRA.

9. **UNUSED FUNDS.** Upon the expiration of the term of this Agreement, Grantee shall transfer to the CRA any unused grant funds on hand at the time of such expiration.

10. **REPRESENTATIONS; WARRANTIES; CERTIFICATIONS.** Grantee represents, warrants, and certifies the following:

a. **INVOICES**. Invoices for all expenditures paid for by Grantee shall be submitted to the CRA for review and approval in accordance with the terms set forth in this Agreement. Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Budget set forth in **Exhibit “B”**.

b. **EXPENDITURES**. Funds disbursed under this Agreement shall be used solely for the Project in accordance with the Scope of Work and Budget set forth in **Exhibit “B”**. All expenditures of grant funds will be made in accordance with the provisions of this Agreement.

c. **SEPARATE ACCOUNTS**. Grant funds shall not be co-mingled with any other funds, and separate accounts and accounting records shall be maintained.

d. **POLITICAL ACTIVITIES**. No expenditure of grant funds shall be used for political activities.

e. **LIABILITY GENERALLY**. Grantee shall be liable to the CRA for the amount of the grant expended in a manner inconsistent with this Agreement.

f. **AUTHORITY**. This Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan, or credit agreement, applicable ordinances, resolutions, or on the date of this Agreement, any other agreement or instrument to which Grantee is a party; or (iii) contravenes or results in any breach of, or default under any other agreement to which Grantee is a party, or results in the creation of any lien or encumbrances upon any property of Grantee.

11. **NON-DISCRIMINATION**. Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Agreement. Furthermore, Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability, or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

12. **CONFLICT OF INTEREST**. Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Agreement by Grantee. Grantee covenants, represents, and warrants that it will comply with all such conflict of interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

13. **CONTINGENCY**. Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities, and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The CRA shall not be liable to Grantee for amendment or termination of this Agreement pursuant to this Section.

14. **MARKETING**.

a. **PUBLICATION**. In the event Grantee wishes to engage in any marketing efforts, Grantee shall, if approved by the CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the CRA's name and/or logo, in acknowledgement of the CRA's contribution to the Program, in all forms of media and communications created by Grantee for the purpose of publication, promotion, illustration, advertising, trade, or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements, or interviews.

b. **APPROVAL**. The CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. **LIMITED USE**. Grantee further agrees that the CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in Grantee's use of the CRA's name and logo, confers or may be construed as conferring upon Grantee any right, title, or interest whatsoever in the CRA's name and logo beyond the right granted in this Agreement.

15. **DEFAULT**. If Grantee fails to comply with any term or condition of this Agreement, or fails to perform any of Grantee's obligations hereunder, and Grantee does not cure such failure within thirty (30) days following receipt of written notice from the CRA that such failure has occurred, then Grantee shall be in default. Upon the occurrence of such default hereunder the CRA, in addition to all remedies available to it by law, may immediately, upon written notice to Grantee, terminate this Agreement whereupon all payments, advances, or other compensation paid by the CRA directly to Grantee and utilized by Grantee in violation of this Agreement shall be immediately returned to the CRA. Grantee understands and agrees that termination of this Agreement under this section shall not release Grantee from any obligation accruing prior to the effective date of termination.

16. **NO LIABILITY**. In consideration for the issuance of grant funds under this Agreement, Grantee hereby waives, releases, and discharges the CRA, the City of Miami, its officers, employees, agents, representatives, or attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to Grantee, its officers, directors, members, employees, agents, or representatives, with respect to any of the provisions of this Agreement or performance under this Agreement. Any liability of the CRA under this Agreement shall be subject to the limitations imposed by Section 768.28, Florida Statutes.

17. **SPECIFIC PERFORMANCE**. In the event of breach of this Agreement by the CRA, Grantee may only seek specific performance of this Agreement and any recovery shall be limited to the grant funding authorized for the services provided herein. In no event shall the CRA be liable to Grantee for any additional compensation, other than that provided herein.

18. **INDEMNIFICATION OF THE CRA**. Grantee agrees to indemnify, defend, protect, and hold harmless the CRA and the City of Miami from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials, and equipment contemplated by this Agreement or the Program, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of Grantee or its employees, agents, or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the CRA; or (ii) the failures of Grantee to

comply with any of the paragraphs provisions herein; or (iii) the failure of Grantee, to conform to statutes, ordinances, or other regulations or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Agreement, or any amendment to this Agreement. Grantee expressly agrees to indemnify and hold harmless the CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws. The Indemnification shall survive the cancellation or expiration of the Agreement.

19. INSURANCE. Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "C"**, attached hereto and incorporated herein. All such insurance, including renewals, shall be subject to the approval of the CRA, or the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Program under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the CRA. Completed Certificates of Insurance shall be filed with the CRA, to the extent practicable, prior to the performance of Services hereunder, provided, however, that Grantee shall at any time upon request by CRA file duplicate copies of the policies of such insurance with the CRA.

If, in the reasonable judgment of CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, CRA shall pay Grantee expenses incurred for the Program, prior to the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

20. DISPUTES. In the event of a dispute between the Executive Director of the CRA and Grantee as to the terms and conditions of this Agreement, the Executive Director of the CRA and Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

21. INTERPRETATION.

a. CAPTIONS. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe, or amplify the terms and provisions of this Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the CRA and Grantee relating to the 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 except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. **CONTRACTUAL INTERPRETATION**. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

d. **COVENANTS**. Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

e. **CONFLICTING TERMS**. In the event of a conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

f. **WAIVER**. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. **SEVERABILITY**. Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal, or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable; and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. **THIRD-PARTY BENEFICIARIES**. No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

22. **AMENDMENTS**. No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

23. **DOCUMENT OWNERSHIP**. Upon request by the CRA, all documents developed by Grantee shall be delivered to the CRA upon completion of this Agreement, and may be used by the CRA, without restriction or limitation. Grantee agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the CRA to Grantee pursuant to this Agreement shall at all times remain the property of the CRA, and shall not be used by Grantee for any other purpose whatsoever, without the written consent of the CRA.

24. **AWARD OF AGREEMENT**. Grantee warrants that it has not employed or retained any person employed by the CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the grant funds.

25. **NON-DELEGABILITY**. The obligations of Grantee under this Agreement shall not be delegated or assigned to any other party without the CRA's prior written consent which may be withheld by the CRA, in its sole discretion.

26. CONSTRUCTION. This Agreement shall be construed and enforced in accordance with Florida law.

27. TERMINATION. The CRA reserves the right to terminate this Agreement, at any time for any reason upon giving five (5) days written notice of termination to Grantee. Should the CRA terminate this Agreement, the CRA will be relieved of all obligations under this Agreement. In no way shall the CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.

28. NOTICE. All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To CRA: James McQueen, Executive Director  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
 Miami, FL 33136  
 Email: [JMcQueen@miamigov.com](mailto:JMcQueen@miamigov.com)

With copies to: Vincent T. Brown, Esq., Staff Counsel  
 Email: [Vtbrown@miamigov.com](mailto:Vtbrown@miamigov.com)

To Grantee: Ijamyn Gray, Chief Executive Officer  
 Encouraging Dreamers Breaking Barriers, LLC  
 3520 Douglas Road  
 Miami, FL 33133  
 Email: [ijamyngray62@gmail.com](mailto:ijamyngray62@gmail.com)

29. INDEPENDENT CONTRACTOR. Grantee, its contractors, subcontractors, employees, agents, and participants in the Program shall be deemed to be independent contractors, and not agents or employees of the CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the CRA.

30. SUCCESSORS AND ASSIGNS. This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

31. MULTIPLE COUNTERPARTS AND ELECTRONIC SIGNATURES. This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. The facsimile or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

32. MISCELLANEOUS.

a. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.

- b. Time shall be of the essence for each and every provision of this Agreement.
- c. All exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the CRA and Grantee have executed this Agreement.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY, of the  
City of Miami, a public agency and body corporate  
created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: \_\_\_\_\_  
Name: Todd B. Hannon  
Title: Clerk of the Board

By: \_\_\_\_\_  
Name: James McQueen  
Title: Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Name: Vincent T. Brown  
Title: Staff Counsel

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By: \_\_\_\_\_  
Name: Ann-Marie Sharpe  
Title: Director of Risk Management

WITNESSES:

By: \_\_\_\_\_

ENCOURAGING DREAMERS BREAKING  
BARRIERS, LLC a Florida limited liability company  
("Grantee")  
By: Ijamyn Gray, its Chief Executive Officer

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

**EXHIBIT “A”**

CRA-R-22-

**EXHIBIT “B”**

## Scope of Work and Budget

# PROPOSED FUNDING REQUEST



## Encouraging Dreamers Breaking Barriers, LLC

### Project Name

**EDBB Allstars Youth Escape Detailing Services**

### Prepared For

**The City of Miami SEOPW CRA**

### Prepared By

**Ijamyn Gray, CEO**

**Encouraging Dreamers Breaking Barriers, LLC**

**1490 NW 3rd Avenue | Miami, FL 33136**

**Tel: 786.317.7729**

**ijamyngray62@gmail.com**

### Submitted on

**September 21, 2022**



PO Box 11363, Miami FL 33101  
 Office (786) 317-7729  
 Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)



## FACT SHEET

### WHO WE ARE:

Encouraging Dreamers Breaking Barriers, LLC, was established in 2017, with just a dream and a will. We are a for profit organization currently located at 1490 NW 3<sup>rd</sup> Avenue, Suite 106, Miami, Florida 33136. This organization is founded on removing barriers encountered among youth and young men ages 14-24 living in the City of Miami. Our mission is to provide mentorship while uniting the diverse cultures in underprivileged communities by exposing them to entrepreneurship opportunities while educating them in life skills training and promoting successful ways for maturing from an adolescent to a young adult.

### WHAT WE DO:

We offer participation in our paid on the job training followed by job opportunities as well as entrepreneurial opportunities for residents between the ages of 16-24, living in underprivileged communities within the City of Miami. Our most current on the job paid training and job placement opportunities are offered through our All-Star Youth Escape Carwash Detail Service, launched in August of 2021, amid the pandemic. Our carwash initiative has been successful in improving the quality of life for our fifteen (15) participants by assuring job placement after completion of their job training. Our mobile carwash pop-ups have also allowed our participants to provide services at many community events and businesses within the City of Miami.



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## PRIOR/CURRENT YEAR PROJECT DELIVERABLES:

Staying true to our mission, we partnered with and supported local businesses to provide the following services and incentives to our participants:

SERVICES PROVIDED / DELIVERABLES	PROVIDED BY	SUCCESS RATE
Talent Acquisitions 1. The hiring of 15-20 youth and young adults within the City of Miami 2. The participation of 15 youth volunteers during Spring and Summer break Carwash Youth Escape Program	Career Source South Florida  Referrals from Local Businesses and Residents	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
On the job car detailing training which includes car tech videos	Encouraging Dreamers Breaking Barriers, LLC	All employees are certified car specialists within four weeks
Financial Literacy Classes / Trainings	Regions Bank and Encouraging Dreamers Breaking Barriers, LLC	90% of employees open new bank accounts within four weeks
Mentorship and Life Skills Trainings	Daily Staff Meetings - Encouraging Dreamers Breaking Barriers, LLC	95% of attendance rate, 95% employee uniformity and enhanced customers service
Support of local businesses:  Supplies purchased for the business 1. Neighborhood Price Choice  Purchased meals for our participants: 2. 2 Guys 3. Chic-fil-A 4. Neighborhood Mc Donald's	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-sufficiency and promotes a sense of fulfillment through community engagements
Participation in the following community events: Father and Son Football Tournament, Thanksgiving Turkey Drive, Community Pop-up Events, Valentine Grams Drive, Back to School Drive, EDBB Annual Christmas Wishlist Event	EDBB, INC (non-profit organization) and Encouraging Dreamers Breaking Barriers, LLC	Improved social skills, Increased self-esteem and self-confidence and promotes a sense of fulfillment through community engagements





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## PRIOR YEAR PROJECT SUCCESS STORIES:

### SUCCESS STORY NO. 1

Our first success story was finding my father Randy Hudnell. One day God asked me "how can I save the world and forget about my own. With that though in mind I found my father who was homeless and on drugs at the time. It was a challenge looking past him being an absent parent but with God's permission I was able to forgive my father for his shortfall and offer him a life changing opportunity through employment with Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. Mr. Hudnell, now has a stable job as a car tech specialist/record keeper, he has his own place and is no longer homeless. Our next mission is to assist him with his dream of opening his own business of selling nutritious and delicious organic and natural food and drinks. – Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 2

The second success story is helping groom and mentor Antiwone Johnson, who has been a part of Encouraging Dreamer's Breaking Barriers Allstars Detailing Service from its start. His dream is to someday own his own security company. As a result of shadowing the owner of EDBB, Antiwone has learned the tools needed to operate and manage his own business. He is now the proud owner of A3 Security Services, LLC, which is another service provided under the EDBB umbrella.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 3

Our third success story was the hiring of a young man name Robert Whittle. He was featured on a documentary – Behind the Bars in Miami, where he was in Bootcamp after serving 5 ½ years in prison. He was released in June of 2021, and since his release from prison he has been employed by Encouraging Dreamer's Breaking Barriers Allstars Detailing Service. As a result he now has a stable source of income, has opened a bank account and has transformed his mind into being a model citizen and employee.

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC

### SUCCESS STORY NO. 4

The fourth success story is the hiring of over 20 youth from different communities and creating a safe haven through our carwash youth escape initiative. These youth are learning the true meaning of "One Brother One Hood". Each day they realize that this carwash is a life changing opportunity where we wash away our past while waxing and shining into a brighter future

– Ijamyn Gray, CEO of Encouraging Dreamers Breaking Barriers, LLC



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## WHAT WE NEED:

We are pleased to submit this funding request to the City of Miami SEOPW CRA. support our continual efforts. Our desire is to build a relationship with the SEOPW CRA and work in conjunction with the city to achieve its redevelopment goals by supporting our local car washing project. This project will enhance many City of Miami residents by providing jobs and a service within the local community, while improving the quality of life and promoting entrepreneurship and technology innovations to its participants. The total operating cost per year to fund this program is Three Hundred Thirty-Thousand Dollars (\$330,000.00). In order to keep this effort ongoing, we are seeking your monetary support in the amount of Thirty-Six Thousand Dollars (\$36,000.00), to be used to help fund our car wash/mentorship initiative expenses. With your support we will be able to continue to reach and teach the participants in our program.

Our goal is to give the youth of today an opportunity to learn all the tools needed in becoming a successful business owner and a productive citizen. We realize not all youth are suited for college after graduating from high school. However, all youth can become productive citizens' by earning and learning. With your financial assistance this opportunity will continue to create jobs for our youth and give them a sense of responsibility geared towards earning an honest living. We promote self-worth and reduce the chances of our participants from engaging in unproductive activities. I truly believe initiatives such as this is a necessity throughout our unprivileged neighborhoods/communities which ultimately empower our youth to become self-sufficient productive citizens. The requested funds will be allocated as follows:

Item No.	Description	Unit Price	Line Total
1	TRAIINEES/ CONTRACT MANAGER		\$ 24,000.00
2	WRAPPING OF VANS		\$ 12,000.00
3	ADMINISTRATIVE / AUDIT SERVICES		\$
4	Infrastructure Request – EDBB is requesting the continued use of the property located at 1490 NW 3 <sup>rd</sup> Avenue for its services and mentorship program		
<b>Total Budget</b>			<b>\$ 36,000.00</b>



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## WHY WE NEED IT:

We have seen the effects of our program and community engagements and the outcome has been phenomenal thus far. I am a testimony of how programs such as this made a difference in my childhood. With youth violence on the rise our organization is committed to providing job opportunities, mentorship and other trainings, which teach life skills that focus on how to work through the many barriers that may prevent our participants from succeeding.

## CONCLUSION:

Encouraging Dreamers Breaking Barriers, LLC takes pride in caring for our employees, our customers, our shareholders and our environment. We hire dedicated employees who have similar values. We are a customer-first establishment, and we provide all of our employees the opportunity to build everlasting careers. EDBB All Star Youth Escape Detailing Services has created a working environment in the City of Miami where employees can perform their best and strive to achieve his or her personal goals. Because of our detailed training and safety program, we encourage our employees to dream big despite the barriers we face.

We are confident that we can meet the challenges ahead and stand ready to partner with you in delivering an effective, employee invested, and customer first solution.

Thank you for your consideration,

Mr. Ijamyn Gray, Founder  
 Encouraging Dreamers Breaking Barriers, LLC  
 (EDBB All Star Youth Escape Carwash Detailing Services)



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MONTH	PROJECT TIMELINE
January 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners, and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Father and Son Football Tournament”</li> </ul>
February 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “EDBB Spreading Love on Valentine’s Day”</li> </ul>
March 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Spring Break Youth Escape”</li> </ul>
April 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Easter Egg Give Away Car Wash Drive”</li> </ul>
May 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• EDBB Annual Team Building Event – “Car Wash Expo”</li> </ul>
June 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Summer Break Youth Escape”</li> </ul>
July 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Summer Break Youth Escape continued”</li> </ul>
August 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Back to School Youth Car wash Drive”</li> </ul>



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September 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Teacher Planning Day Youth Car Wash”</li> </ul>
October 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Trick or Treat Youth Car Wash Candy Drive”</li> </ul>
November 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “Turkey Give-Away Youth Car Wash Drive”</li> </ul>
December 2022	<ul style="list-style-type: none"> <li>• Meeting with team daily</li> <li>• Meet with CRA Project Manager weekly</li> <li>• Detail cleaning of vehicles (residents, local business owners and employees)</li> <li>• Complete Bi-weekly Professionalism and Skills Trainings</li> <li>• Engage in Community Event – “EDBB Christmas Wishlist Toy Drive”</li> </ul>

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## **TRAININGS**

All employees will attend trainings on the proper techniques to detail all vehicles and safety precautions before any work is performed on the vehicles. Professionalism and Skills Trainings are conducted monthly and mandatory for all employees.

| <b>TITLE</b>                                 | <b>ADMINISTERED BY</b>                 |
|----------------------------------------------|----------------------------------------|
| NEW HIRE ORIENTATION                         | EDBB INC                               |
| CAR WASH DETAILING TRAINING / SERIES 101-105 | Ammo Training Academy                  |
| PROFESSIONALISM IN THE WORK-PLACE            | EDBB INC / Bogie Knowledge House (BKH) |
| FINANCIAL LITERACY                           | REGIONS BANK & TRANSITION INC          |
| DRESS CODE                                   | EDBB INC / Bogie Knowledge House (BKH) |
| GOOD DECISION MAKING                         | EDBB INC / Bogie Knowledge House (BKH) |
| CUSTOMER SERVICE                             | EDBB INC / Bogie Knowledge House (BKH) |
| EMOTIONAL INTELLIGENCE                       | EDBB INC / Bogie Knowledge House (BKH) |
| RESPECT IN THE WORKPLACE                     | EDBB INC / Bogie Knowledge House (BKH) |
| SEXUAL HARASSMENT IN THE WORKPLACE           | EDBB INC / Bogie Knowledge House (BKH) |
| TIME MANAGEMENT                              | EDBB INC / Bogie Knowledge House (BKH) |
| MONEY MANAGEMENT                             | EDBB INC / Bogie Knowledge House (BKH) |



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## **Training Sessions Photographs**





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## **Training Sessions Photographs**





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## Onsite Special Carwash Experiences



City of  
 Miami  
 Police  
 Vehicles



The Historic Macedonia Missionary Baptist Church Van



Commissioner Keon Hardemon Vehicle



First Baby Rolls-Royce Vehicle



Levi Rowe Food Truck



Suited for Success Service Vehicle





PO Box 11363, Miami FL 33101  
 Office (786) 317-7729  
 Email: [encouragingdreamers@gmail.com](mailto:encouragingdreamers@gmail.com)

## Offsite Carwash Experiences



Pop-up  
Carwash  
Event in  
Liberty City



CCC  
Miami  
Custom  
Golf Carts



### City of Sunny Isles Trolley Buses



### City of Miami Mayor Tesla Vehicle



City of Miami  
PAL Ice Cream  
Truck





PO Box 11363, Miami FL 33101  
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**EXHIBIT “C”**

## Insurance Requirements

## INSURANCE REQUIREMENTS - ENCOURAGING DREAMERS BREAKING BARRIERS, LLC

### I. Commercial General Liability

#### A. Limits of Liability

| Bodily Injury and Property Damage Liability |              |
|---------------------------------------------|--------------|
| Each Occurrence                             | \$1,000,000  |
| General Aggregate Limit                     | \$ 2,000,000 |
| Personal and Adv. Injury                    | \$ 1,000,000 |
| Products/Completed Operations               | \$ 1,000,000 |

#### B. Endorsements Required

City of Miami and SEOPWCRA listed as additional insured  
 Contingent & Contractual Liability  
 Premises and Operations Liability  
 Primary Insurance Clause Endorsement

### II. Business Automobile Liability (if applicable)

#### A. Limits of Liability

| Bodily Injury and Property Damage Liability  |            |
|----------------------------------------------|------------|
| Combined Single Limit                        |            |
| Owned/Scheduled Autos                        |            |
| Including Hired, Borrowed or Non-Owned Autos |            |
| Any One Accident                             | \$ 300,000 |

#### B. Endorsements Required

City of Miami and SEOPWCRA listed as an additional insured

### III. Worker's Compensation

Limits of Liability  
 Statutory-State of Florida  
 Waiver of Subrogation

Employer's Liability

#### A. Limits of Liability

\$100,000 for bodily injury caused by an accident, each accident  
 \$100,000 for bodily injury caused by disease, each employee  
 \$500,000 for bodily injury caused by disease, policy limit

**The above policies shall provide the City of Miami with written notice of cancellation or material change from the insurer in accordance to policy provisions.**

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

**The company must be rated no less than “A-” as to management, and no less than “Class V” as to Financial Strength, by the latest edition of Best’s Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.**

SEOPW Board of Commissioners Meeting  
October 27, 2022SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

---

To: Board Chair Christine King and Date: October 20, 2022 File: 12827  
Members of the CRA Board

From: James McQueen  
Executive DirectorSubject: SEOPW CRA and Block 55  
Residential Partners, L.P.

Enclosures: File # 12827- Exhibit A

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**BACKGROUND:**

This Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) retroactively approving this amended “Exhibit A”, The Memorandum of Understanding (“MOU”) of October 10, 2022.

The MOU benefits the SEOPW CRA by permitting the transfer/sale of unused development rights in exchange for a financial return to the SEOPW CRA. Resolution CRA-R-22-0034 with Exhibit “A”, approved a MOU between SEOPW CRA and Block 55 Residential Partners, L.P. for the unused development rights. This resolution seeks approval of Exhibit “A” attached (MOU of October 10, 2022).

**JUSTIFICATION:**

Florida Statutes, Section 163.370(2)(e)(4) of the Community Redevelopment Act authorizes the disposal of real property.

Section 2, Goal 3 on page 11 of the Southeast Overtown/Park West Community Redevelopment Plan (“Plan”) lists the “creat[ion of] infill housing, diversity in housing types, and retaining affordable housing, as a stated redevelopment goal.

Section 2, Goal 4 and 6 on page 11 of the Plan lists the “creat[ion of] jobs within the community” and “improving quality of life for residents” as stated redevelopment goals.

Section 2, Principle 4 on page 14 of the Plan provides that “[t]he neighborhood...retain access to affordable housing...” as a stated redevelopment principle.

Section 2, Principle 4 on page 14 of the Plan provides that “employment opportunities be made available to existing residents...” as a stated redevelopment principle.

Section 2, Principle 6 on page 15 of the Plan further provides that in order to “address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses [,] [it] is necessary to support and enhance existing businesses and...attract new businesses that provide needed services and economic opportunities...” as a stated redevelopment principle.

**FUNDING:**

There is no financial impact to the SEOPW CRA, but the SEOPW CRA will receive not less than \$2,476,914.00 from its participation under the Memorandum of Understanding.

**AGENDA ITEM**  
**FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** October 27, 2022

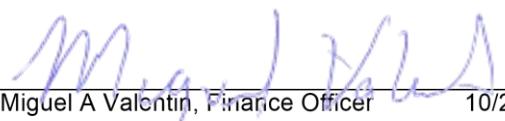
**CRA Section:**

Approved by:



James McQueen, Executive Director 10/20/2022

Approval:



Miguel A Valentin, Finance Officer 10/20/2022



# Southeast Overtown/Park West Community Redevelopment Agency

**File Type: CRA Resolution**

**Enactment Number:**

**File Number: 12827**

**Final Action Date:**

THIS RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, WITH ATTACHMENT(S), RETROACTIVELY APPROVING THIS AMENDED "EXHIBIT A" THE MEMORANDUM OF UNDERSTANDING OF OCTOBER 10, 2022 ("MOU") BETWEEN SEOPW CRA AND BLOCK 55 RESIDENTIAL PARTNERS, L.P. FOR THE UNUSED DEVELOPMENT RIGHTS; AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ANY AND ALL DOCUMENTS REQUIRED TO CONSUMMATE THE TRANSACTION; PROVIDING FOR INCORPORATION OF RECITALS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2009 Southeast Overtown/Park West Community Redevelopment Plan ("Plan"); and

WHEREAS, Florida Statutes, Section 163.370(2)(e)(4) of the Community Redevelopment Act authorizes the disposal of real property; and

WHEREAS, Section 2, Goal 3 on page 11 of the Plan lists the "creat[ion of] infill housing, diversity in housing types, and retaining affordable housing, as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 4 and 6 on page 11 of the Plan lists the "creat[ion of] jobs within the community" and "improving quality of life for residents" as stated redevelopment goals; and

WHEREAS, Section 2, Principle 4 on page 14 of the Plan provides that "[t]he neighborhood...retain access to affordable housing..." as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 4 on page 14 of the Plan provides that "employment opportunities be made available to existing residents..." as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 6 on page 15 of the Plan further provides that in order to "address and improve the neighborhood economy and expand economic opportunities of present and future residents and businesses [,] [it] is necessary to] support and enhance existing businesses and...attract new businesses that provide needed services and economic opportunities..." as a stated redevelopment principle; and

WHEREAS, "Exhibit A", The Memorandum of Understanding of October 10, 2022 ("MOU"), benefits the SEOPW CRA by permitting the transfer/sale of unused development rights in exchange for a financial return to the SEOPW CRA. Resolution CRA-R-22-0034 with Exhibit "A" approved a MOU between SEOPW CRA and Block 55 Residential Partners, L.P. for the unused development rights retroactively approving this amended "Exhibit A", MOU.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

Section 1. The recitals and findings contained in the Preamble to this Resolution are adopted by reference and incorporated herein as if fully set forth in this Section.

Section 2. The Board of Commissioners hereby, as attached hereto and incorporated herein as Exhibit "A", and approves the terms contained therein.

Section 3. The Executive Director is authorized to execute any and all documents required to consummate the transaction.

Section 4. This Resolution shall become effective immediately upon its adoption.

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:



10/20/2022

Christine King  
Board Chair



James McQueen  
Executive Director

### Amended and Restated Memorandum of Understanding

This Amended and Restated Memorandum of Understanding (this "MOU") is entered into on October 10, 2022 ("Effective Date") by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes ("CRA"), and Block 55 Owner, LLC, a Florida limited liability company ("Block 55 Owner"). This MOU amends, restates and supersedes in its entirety that certain Memorandum of Understanding entered into on May 5, 2022 between the CRA and Block 55 Residential, LP.

**OBJECTIVES.** Enhance the benefits of the Block 55 Restrictive Covenant and the Block 55 Housing Covenant which promoted development in line with the Property's context and promoting development of a qualifying Attainable Mixed-Income Housing project and an employment hub in a mixed-use, walkable area by permitting the transfer of unused development rights, to the extent permitted by law, of at least 578 residential units to other property located in the Redevelopment Area.

**RESPONSIBILITIES AND OBLIGATIONS OF THE PARTIES.** In exchange for mutual consideration of Block 55 Owner and the CRA, the parties agree as follows:

#### TERMS OF UNDERSTANDING.

1. Block 55 Owner represents and warrants that Block 55 Owner is the beneficial owner of 100% of the excess development rights with respect to that certain property located at 249 NW 6<sup>th</sup> Street, Miami, Florida (the "Development Rights") pursuant to the reservation set forth in that certain Special Warranty Deed recorded in Official Records Book 32702, Page 99 of the Public Records of Miami-Dade County, Florida.
2. Block 55 Owner shall pay to the CRA \$125,000.00 as a non-refundable advance to be credited towards the CRA Proceeds (as defined below) due to the CRA under this MOU. This non-refundable advance shall be due on or before October 31, 2022.
3. The City of Miami adopted Ordinance No. 14083 to establish an affordable housing transfer of development density program (the "Code Amendment"), which became effective as of August 7, 2022 and which also provides that a percentage of the proceeds of each transfer of excess development rights shall be contributed to the City's Affordable Housing Trust Fund or to the applicable community redevelopment agency within which an eligible selling property is located. The CRA represents and warrants that the City of Miami has designated the CRA as the recipient of the percentage of proceeds of each transfer of the Development Rights and that such percentage of proceeds shall be paid by Block 55 Owner to the CRA in lieu of any payment to the City's Affordable Housing Trust Fund. Pursuant to the Code Amendment, Block 55 Owner is eligible to transfer up to 578 units of Development Rights.
4. The CRA, as the City of Miami's designated recipient of the percentage of proceeds under the Code Amendment, agrees that the percentage of proceeds to be paid by Block 55 Owner to the CRA in connection with the transfer of Development Rights is fifteen

Christine King  
Board Chair



James McQueen  
Executive Director

percent (15%) of the gross purchase price received by Block 55 Owner on the sale of the first 477 units out of 578 total units and twenty percent (20%) of the gross purchase price received on the sale of the balance (101 units) of the 578 units, but in no event shall the gross sales price be less than Twenty Thousand and No/100 Dollars (\$20,000.00) per unit. Based on the existing sales contracts for the sale of 578 units, the total percentage of proceeds due to the CRA in connection with such sales is estimated to be \$2,476,914.00 less any deposits made hereunder. However, the Parties acknowledge that, at a minimum, \$2,476,914.00 is the amount due and owing under this MOU without dispute and in not subject to compromise.

5. The percentage of proceeds due to the CRA for each transfer of Development Rights shall be deemed earned by CRA upon the closing of each such transfer and receipt by Block 55 Owner of the sales proceeds; provided, however, except with respect to the non-refundable advance to be paid pursuant to Section 2 above, the CRA agrees to defer the payment of all such proceeds due to the CRA (collectively, the "CRA Proceeds") until August 1, 2023. The CRA Proceeds shall accrue interest in the amount of ten percent (10%) per annum, compounding annually, commencing on November 1, 2022 until the date on which the CRA Proceeds are paid to the CRA; provided, however, if the CRA Proceeds are not paid in full to the CRA on August 1, 2023, then the Block 55 Developers shall pay a penalty of \$50,000.00 per month until principal, interest and all accrued penalties are paid. It is understood by the Parties that the \$50,000.00 in a penalty and not considered interest payment. Moreover, the 10% interest compounded annually shall continue to accrue until all monies are paid.
6. Moreover, if a breach of this MOU occurs, the CRA in Its sole discretion may terminate the Agreement allowing for any Tax Increment Funding rebates.
7. The Parties agree that there is a 15-day DEFAULT CURE PERIOD.
8. The undersigned Michael Swerdlow, Stephen Garchik and Stephen McBride hereby join in this MOU for purposes of jointly and severally guaranteeing Block 55 Owner's obligation to pay the CRA Proceeds and all accrued interest thereon to the CRA. In addition to the foregoing guaranty, to secure the obligations of Block 55 Owner under this Section 5, Block 55 Owner will cause the owners of Block 55 Holdings, LLC to provide the CRA with a collateral assignment of the membership interests of Block 55 Holdings, LLC. Block 55 Holdings, LLC is the top-level owner of the Block 55 entities. The CRA shall have "open book" access to Block 55 Owner's books and records regarding the Development Rights.
9. Subject to Block 55 Owner's confidentiality obligations, Block 55 Owner shall make available to the CRA copies of any and all existing sale agreements for the Development Rights within two (2) business days after execution of this MOU and shall provide the CRA copies of any subsequently signed sale agreements within two (2) business days after execution by all the parties (Purchasers and Sellers).
10. Subject to Block 55 Owner's confidentiality obligations, Block 55 Owner shall make available to the CRA all closing documents within 24 hours of the closing on the sale of any Development Rights.
11. In the event a lawsuit is brought to enforce the terms and conditions of this MOU, the prevailing party shall be entitled to reimbursement of all of its costs and expenses, including reasonable attorney's fees.

Christine King  
Board Chair



James McQueen  
Executive Director

12. Block 55 Owner further waives any and all defenses (other than the defense of prior payment) it may be lawfully entitled to raise in the event a suit is brought to enforce this Agreement.
13. The undersigned Block 55 Owner, Michael Swerdlow, Stephen Garchik and Stephen McBride, jointly, severally and personally irrevocably authorizes the CRA and Its attorneys to appear in any court of competent jurisdiction and to the extent permitted by law confess a judgment without process in favor of the CRA for such amount as may be due and consent to immediate execution upon such judgment.
14. Block 55 Owner shall be solely responsible for the payment of all brokerage fees and commissions associated with the sale of any Development Rights.
15. This understanding applies to all Development Rights to be transferred or sold.
16. The terms of this MOU shall in no way otherwise affect the terms of the Block 55 Restrictive Covenant and the Block 55 Housing Covenant as set forth in this MOU.
17. In the event of any default hereunder (after the expiration of the 15-day cure period), then in the event that Block 55 Owner decides to sell or otherwise transfer its interest in the Block 55 Project in a transaction that would trigger payment of the existing one and one-half percent (1.5%) transfer fee under the Block 55 Restrictive Covenant, Block 55 Owner shall pay the CRA 4% of the gross sale price in lieu of such one and one-half percent (1.5%) transfer fee. The foregoing increase in the transfer fee is an amendment to Section 14 of the September 2, 2022 BLOCK 55 RESTRICTIVE COVENANT and is subject to the same exceptions to payment of the transfer fee as set forth in Section 14 of the Block 55 Restrictive Covenant.
18. This MOU may be executed in two or more counterparts, each of which shall be deemed an original, but all of which will constitute the same instrument. Executed counterparts transmitted by facsimile or PDF by email or other electronic means shall be binding upon the parties.

[End of text; signatures on following page]

Christine King  
Board Chair



James McQueen  
Executive Director

WHEREFORE, the parties have caused this Amended and Restated Memorandum of Understanding to be duly executed and delivered as of the Effective Date.

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, of the City of Miami, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes

By: James McQueen  
James McQueen  
Executive Director 10-10-2022

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: Vincent T. Brown, Esq.  
Vincent T. Brown, Esq.

BLOCK 55 Owner, LLC,  
a Florida limited liability company

By: SG Manager, LLC, a Florida limited liability company, its manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

THE UNDERSIGNED HEREBY JOIN IN AND CONSENT TO THIS MOU SOLELY FOR PURPOSES OF JOINTLY AND SEVERALLY GUARANTEEING THE OBLIGATIONS OF BLOCK 55 OWNER, LLC TO PAY THE TOTAL PERCENTAGE OF PROCEEDS DUE TO THE CRA PURSUANT TO SECTION 5 OF THIS MOU.

\_\_\_\_\_  
MICHAEL SWERDLOW

\_\_\_\_\_  
STEPHEN GARCHIK

\_\_\_\_\_  
STEPHEN MCBRIDE

Christine King  
Board Chair



James McQueen  
Executive Director

WHEREFORE, the parties have caused this Amended and Restated Memorandum of Understanding to be duly executed and delivered as of the Effective Date.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT  
AGENCY, of the City of Miami, a public  
agency and body corporate created pursuant to  
Section 163.356, Florida Statutes

By: \_\_\_\_\_  
James McQueen  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Vincent T. Brown, Esq.

BLOCK 55 Owner, LLC,  
a Florida limited liability company

By: SG Manager, LLC, a Florida limited liability  
company, its manager

By: \_\_\_\_\_  
Name: Stephen Garchik  
Title: Manager

10/10/2022

THE UNDERSIGNED HEREBY JOIN IN AND CONSENT TO THIS MOU SOLELY FOR PURPOSES  
OF JOINTLY AND SEVERALLY GUARANTEEING THE OBLIGATIONS OF BLOCK 55 OWNER,  
LLC TO PAY THE TOTAL PERCENTAGE OF PROCEEDS DUE TO THE CRA PURSUANT TO  
SECTION 5 OF THIS MOU.

MICHAEL SWERDLOW

*Michael Swerdlow*

STEPHEN GARCHIK

STEPHEN MCBRIDE

Christine King  
Board Chair



James McQueen  
Executive Director

WHEREFORE, the parties have caused this Amended and Restated Memorandum of Understanding to be duly executed and delivered as of the Effective Date.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT  
AGENCY, of the City of Miami, a public  
agency and body corporate created pursuance to  
Section 163.356, Florida Statutes

By: \_\_\_\_\_

James McQueen  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

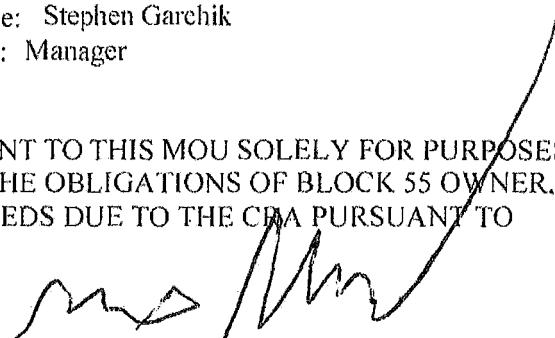
By: \_\_\_\_\_  
Vincent T. Brown, Esq.

BLOCK 55 Owner, LLC,  
a Florida limited liability company

By: SG Manager, LLC, a Florida limited liability  
company, its manager

By: \_\_\_\_\_  
Name: Stephen Garchik  
Title: Manager

THE UNDERSIGNED HEREBY JOIN IN AND CONSENT TO THIS MOU SOLELY FOR PURPOSES  
OF JOINTLY AND SEVERALLY GUARANTEEING THE OBLIGATIONS OF BLOCK 55 OWNER,  
LLC TO PAY THE TOTAL PERCENTAGE OF PROCEEDS DUE TO THE CRA PURSUANT TO  
SECTION 5 OF THIS MOU.

  
MICHAEL SWERDLOW

STEPHEN GARCHIK

STEPHEN MCBRIDE

Christine King  
Board Chair



James McQueen  
Executive Director

WHEREFORE, the parties have caused this Amended and Restated Memorandum of Understanding to be duly executed and delivered as of the Effective Date.

SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT  
AGENCY, of the City of Miami, a public  
agency and body corporate created pursuance to  
Section 163.356, Florida Statutes

By: \_\_\_\_\_

James McQueen  
Executive Director

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Vincent T. Brown, Esq.

BLOCK 55 Owner, LLC,  
a Florida limited liability company

By: SG Manager, LLC, a Florida limited liability  
company, its manager

By: \_\_\_\_\_  
Name: Stephen Garchik  
Title: Manager

THE UNDERSIGNED HEREBY JOIN IN AND CONSENT TO THIS MOU SOLELY FOR PURPOSES  
OF JOINTLY AND SEVERALLY GUARANTEEING THE OBLIGATIONS OF BLOCK 55 OWNER,  
LLC TO PAY THE TOTAL PERCENTAGE OF PROCEEDS DUE TO THE CRA PURSUANT TO  
SECTION 5 OF THIS MOU.

\_\_\_\_\_  
MICHAEL SWERDLOW

\_\_\_\_\_  
STEPHEN GARCHIK

  
\_\_\_\_\_  
STEPHEN MCBRIDE

SEOPW Board of Commissioners Meeting  
October 27, 2022SOUTHEAST OVERTOWN/PARK WEST  
COMMUNITY REDEVELOPMENT AGENCY  
**INTER-OFFICE MEMORANDUM**

---

To: Board Chair Christine King and Date: October 20, 2022 File: 12828  
Members of the CRA Board



Subject: Grant to Elijah Wells Films, LLC

From: James McQueen  
Executive Director

Enclosures: File # 12828- Backup

**BACKGROUND:**

The attached Resolution of the Board of Commissioners of the Southeast Overtown/Park West Community Redevelopment Agency (“SEOPW CRA”) authorize a grant in the amount of \$15,000.00, to Elijah Wells Films, LLC, to underwrite costs associated with the production of the 2022 iGen Film Festival (the “Film Festival”).

Elijah Wells Films, LLC seeks assistance with the costs associated with producing the Film Festival. The Film Festival is a 4-day event focusing on educating, exposing, and providing distribution opportunities for the new generation of filmmakers by connecting them with industry professionals, equipping them with the skills and tools they need through hands on workshops and panels.

**JUSTIFICATION:**

Section 2, Goal 4 at page 10 of the 2018 Southeast Overtown/Park West Community Redevelopment Updated Plan (the “Updated Plan”) lists the “creati[on of] jobs within the community” as a stated redevelopment goal.

Section 2, Goal 5 at page 10 of the Updated Plan lists the “[p]romotion and marketing of the community” as a stated redevelopment goal.

Section 2, Principle 6 at page 14 of the Updated Plan lists the promotion of “local cultural events, institutions, and businesses”, as a stated redevelopment principle.

Section 2, Principle 14 at page 15 of the Updated Plan lists “restor[ing] a sense of community and unify[ing] the area culturally” as a stated redevelopment principle.

**FUNDING:**

\$15,000.00 allocated from SEOPW “Other Grants and Aids,” Account No. 10050.920101.883000.0000.00000.

## FACT SHEET

**Company name:** Elijah Wells Films, LLC

**Address:** 1000 N.W. 1<sup>st</sup> Avenue, Suite 702

**Number of participants:** 1,200 participants

**Funding request:** \$15,000.00

**Term:** 4 days from October 27, 2022 – October 30, 2022

**Age range of participants:** All Ages

**Scope of work or services (Summary):** The Film Festival is a 4-day event focusing on educating, exposing, and providing distribution opportunities for the new generation of filmmakers by connecting them with industry professionals, equipping them with the skills and tools they need through hands on workshops and panels.

**Item proven accomplishments (*if applicable*):**

- Produced a short film “The Gift” which was the American Black Film Festival’s 2012 community short film showcase winner.

**AGENDA ITEM  
FINANCIAL INFORMATION FORM**

**SEOPW CRA**

**CRA Board Meeting Date:** October 27, 2022

**CRA Section:**

**Brief description of CRA Agenda Item:**

Authorizing a grant in an amount of \$15,000.00 to Elijah Well Films, LLC to underwrite costs associated with the production of the 2022 IGEN Film Festival.

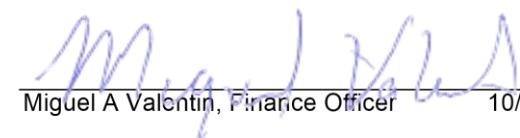
| Project Number (if applicable):                                                |                |       |
|--------------------------------------------------------------------------------|----------------|-------|
| YES, there are sufficient funds in Line Item:                                  |                |       |
| Account Code: <u>10050.920101.883000.0000.00000</u> Amount: <u>\$15,000.00</u> |                |       |
| NO (Complete the following source of funds information):                       |                |       |
| Amount budgeted in the line item: \$                                           |                |       |
| Balance in the line item: \$                                                   |                |       |
| Amount needed in the line item: \$                                             |                |       |
| Sufficient funds will be transferred from the following line items:            |                |       |
| ACTION                                                                         | ACCOUNT NUMBER | TOTAL |
| Project No./Index/Minot Object                                                 |                |       |
| From                                                                           |                | \$    |
| To                                                                             |                | \$    |
| From                                                                           |                | \$    |
| To                                                                             |                | \$    |

Comments:

Approved by:

  
 James McQueen, Executive Director 10/20/2022

Approval:

  
 Miguel A. Valentin, Finance Officer 10/20/2022



# Southeast Overtown/Park West Community Redevelopment Agency

File Type: CRA Resolution

Enactment Number:

File Number: 12828

Final Action Date:

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY AUTHORIZE A GRANT IN THE AMOUNT OF \$15,000.00 TO ELIJAH WELLS FILMS, LLC TO UNDERWRITE COSTS ASSOCIATED WITH THE PRODUCTION OF THE 2022 IGEN FILM FESTIVAL (THE "FILM FESTIVAL"); FURTHER AUTHORIZING THE EXECUTIVE DIRECTOR TO DISBURSE FUNDS, AT HIS DISCRETION, ON A REIMBURSEMENT BASIS OR DIRECTLY TO VENDORS, UPON PRESENTATION OF INVOICES AND SATISFACTORY DOCUMENTATION, AUTHORIZING THE EXECUTIVE DIRECTOR TO EXECUTE ALL DOCUMENTS NECESSARY FOR SAID PURPOSE AND PROVIDING FOR THE INCORPORATION OF RECITALS AN EFFECTIVE DATE; FUNDS TO BE ALLOCATED FROM SEOPW "OTHER GRANTS AND AIDS," ACCOUNT CODE NO. 10050.920101.883000. 0000.00000.

WHEREAS, the Southeast Overtown/Park West Community Redevelopment Agency ("SEOPW CRA") is a community redevelopment agency created pursuant to Chapter 163, Florida Statutes, and is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Redevelopment Updated Plan (the "Updated Plan"); and

WHEREAS, Elijah Wells Films, LLC seeks assistance with the costs associated with producing the Film Festival. The Film Festival is a 4-day event focusing on educating, exposing, and providing distribution opportunities for the new generation of filmmakers by connecting them with industry professionals, equipping them with the skills and tools they need through hands on workshops and panels; and

WHEREAS, Section 2, Goal 4 at page 10 of the Updated Plan lists the "creati[on of] jobs within the community" as a stated redevelopment goal; and

WHEREAS, Section 2, Goal 5 at page 10 of the Updated Plan lists the "[p]romotion and marketing of the community" as a stated redevelopment goal; and

WHEREAS, Section 2, Principle 6 at page 14 of the Updated Plan lists the promotion of "local cultural events, institutions, and businesses", as a stated redevelopment principle; and

WHEREAS, Section 2, Principle 14 at page 15 of the Updated Plan lists "restor[ing] a sense of community and unify[ing] the area culturally" as a stated redevelopment principle; and

WHEREAS, grant funding for the Film Festival is contingent upon the SEOPW CRA's receipt and approval of invoices and supporting documentation evidencing authorized expenditures for the production of the Film Festival; and

WHEREAS, the Board hereby authorize grant fund to Elijah Wells Films, LLC, in the amount of \$15,000.00, to underwrite costs associated with the production of 2022 iGen Film Festival; and

WHEREAS, the Board finds that authorization of this Resolution would further the SEOPW CRA's redevelopment goals and principles;

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF MIAMI, FLORIDA:

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

A handwritten signature in blue ink, appearing to read "Vincent T. Brown, Staff Counsel".

Vincent T. Brown, Staff Counsel

10/20/2022

## 2022 iGEN Film Festival Funds Request

TO: James McQueen, Executive Director  
SEOPWCRA  
819 NW 2nd Avenue • 3rd Floor  
Miami, Florida 33136

FROM: Elijah Wells, Founder  
**Elijah Wells Films, LLC (D/B/A iGEN Film Festival)**  
1000 NW 1<sup>st</sup> Avenue, Suite 702  
Miami, FL 33136

EVENT: iGEN Film Festival -October 27<sup>th</sup> to October 30<sup>th</sup>, 2022

LOCATION: Black Archives Historic Lyric Theater

FUNDING REQUEST: \$15,000.00

CONTACT PERSON:

Elijah Wells | [info.igenfilmfestival@gmail.com](mailto:info.igenfilmfestival@gmail.com) | 786.775.9591

*THANKING YOU IN ADVANCE FOR YOUR SUPPORT!*

Dear Mr McQueen:

Thank you for the opportunity to be considered for support by the *Southeast Overtown Park West Community Redevelopment* Agency (SEOPWCRA). In the seven short years since its founding, the *iGEN Film Festival* (formerly the Elijah Wells Youth Indie Film Festival) has played a major role in the *Historic Overtown* Community: The mission of the iGEN Film Festival is to provide a platform for emerging filmmakers ages 16-25, around the world reaching the broadest possible audience and generating culturally diverse dialogue through cinema. The festival looks to celebrate and inspire community youth to develop their technical and creative skills enriching the artistic landscape of film. iGEN provides the opportunity for the filmmakers to screen their films to an audience made up of the community, their friends, and family as well as potential investors. We provide an educational environment for the community to learn from the cast, crew, and/or filmmakers who are in attendance. iGEN also provides an opportunity for local businesses to have new patrons come to their establishments. Most importantly, we create jobs for Overtown residents during our 4-day event.

The creative force behind the *iGEN Film festival...Elijah Wells Films* has become a staple brand in the film industry, specializing in documentary and filmmaking. Born the youngest among seven half siblings, I grew up in Overtown living an ordinary, simple life. I am a product of Overtown! It wouldn't be until 2010, when I started seventh grade at Miami Arts Charter, that I would begin making moves in film directing. At 14, I submitted my first short film to the American Black Film Festival. Titled, "The Gift," this was my first production, with a plot described as being loosely based on my life, but through the portrayal and perspective of the opposite gender. Thereafter, I had the opportunity to participate in the 2011 Cine Lab Young Filmmakers program in Overtown. And it was there I started to perfected my craft and learn the theory of film. Although I was too young for the program at the time, Reggie Scott, founder of the program, saw something special in me and permitted me to enter the program. My destiny was confirmed in the Historic Overtown! The support I received to date is humbling and I made a commitment to pay it forward to my community be creating a platform for people of color to support their creativity and aspirations in film.

**THANKING YOU IN ADVANCE FOR YOUR SUPPORT!**

The iGEN Film festival has garnered mainstream attention and our goal is to become a bona fide festival that attracts not only local patrons but patrons from across the country and the world highlighting the Historic Overton. A priority need for the festival is funding to offset production costs. Each year the festival grows in capacity and the level of mainstream artist involved. As a result, our overhead expenses increase exponentially. Thus, the ability to produce a successful festival becomes challenging without the

increase in funding dollars. The iGEN Film Festival is requesting \$15,000.00 from the SEOPWCRA to support this festival that makes a meaningful difference in the lives of our youth in Historic Overton and beyond.... Thus, promoting a new generation of emerging youth filmmakers who are enriching the color of the artistic canvas!

**THANKING YOU IN ADVANCE FOR YOUR SUPPORT!**



The creative force behind the festival is Elijah Wells; Writer, Actor Producer, and President/CEO of Elijah Wells Films.

Elijah Wells Films has become a staple brand in the film industry, specializing in documentary and filmmaking. Elijah produced the short film "The Gift," which was the American Black Film Festival's 2012 Community Short Film Showcase winner. Key industry leaders and mainstream stars, which include; Jeff Friday, Founder of the

American Black Film Festival, Robert Townsend, Spike Lee, Omari Hardwick, Jo Marie Payton, and Romeo Miller have supported Elijah throughout his journey behind the lens. The Miami Times classified Elijah Wells as "one of our very own indie filmmakers".

Elijah is paving the way for his generation! His strong does of passion for film, mixed with advocacy for representation in storytelling birthed the iGEN Film Festival in 2014 in the Historic Overtown section of Miami, FL. Elijah Wells Films is the catalyst for equity and equality in film by capturing the stories of people of color. To further his cause, the iGEN Film Festival has become a platform created to support and promote a new generation of emerging youth filmmakers who are enriching the color of the artistic landscape in film. This year's festival will include engaging and thought-provoking films, celebrity speakers, expert masterclasses, and audience engagement. The festival will provide a platform for film creatives to find their voice in a rapidly competitive landscape.

We are celebrating the 7th Annual iGEN Film Festival and look forward to celebrating with you. To our supporters' partners, political officials, celebrity guests, ambassadors, and the Overtown community who have been with us through thick and thin, we express our heartfelt appreciation to you!!!

*Elijah Wells*

# iGEN FILM FESTIVAL 2022



**SIMKINS**  
FAMILY FOUNDATION





## iGEN FILM FESTIVAL SNAPSHOT

### **Vision Statement**

Our vision is to diminish the barriers to inclusion and increase diversity within the digital film, media arts, and television industry by creating equitable platforms for representation for young people of diverse background.

### **Mission Statement**

iGEN Film Festival will provide state-of-the-art, next generation film masterclasses and media arts production to children, youth, and young adults, that will foster life-long learning skills to improve their craft while preparing them for the industry.

### **Core Values**

Accessibility - Availability - Equity - Equality - Representation - Collaboration - Best Practices - Integrity - Meaningful - Value - Quality  
Respect - Teamwork

### **Our Five Key Fields of Activity**

Education  
Empowerment  
Visual Storytelling  
Artistic Expression  
Performance

## COMMUNITY IMPACT

The iGEN Film Festival offers the Historic Overtown residents, businesses, and organizations an opportunity to share the very best of our community and invites visitors from around the state and beyond to experience the hospitality, natural beauty, and economic opportunity that The Historic Overtown has to offer. Each October, the festival kicks off in Historic Overtown with an invitation-only VIP Reception dedicated to honoring our partners, sponsors, political figures, and our special guests. The next day is all about the YOUTH.... with our REEL TO REEL DAY it will be a fun filled day of community screening of short films; The films are further brought to life through a variety of interactive community activities, interactive play, workshops conducted by child actors/actresses, food, and gifts/prizes. Followed by an awards ceremony, industry panel discussions, and musical entertainment. On the last day we will close-out with a Momagers Brunch and panel discussions.



## WHAT WE DO

Present thoughtfully created, life-affirming stories that effect positive change in attitudes and perceptions of people of color and the world around us

Showcase domestic and international films, including documentary features and shorts that would not otherwise screen in our community

Showcasing breakthrough artists, rising stars and filmmakers who first presented their work at the festival are now climbing the ranks amongst the biggest names in the film and entertainment industry.

Attract newcomers to an exciting and intimate festival atmosphere that fosters community and conversation in color.

Create opportunities for our audience to interact with filmmakers, film subjects, and subject-area experts through casual and formal masterclasses, including post-screening Q&As and panel discussions.

Enhance the festival experience with a variety of film screenings and community-driven activities, performances, and workshops/masterclasses.

Collaborate with local and national nonprofit organizations targeting causes highlighted in the films to further create and raise awareness for their work.... Contributing to the advancement of equality and equity in film.

Drive positive publicity and media attention to iGEN and expose visitors and guests to our welcoming community, the Historical Overtown.

# THE RIPPLE EFFECT COME AS YOU ARE. LEAVE EMPOWERED.

The incredible stories featured in the films by us and for us have a way of extending beyond the screen by showcasing stories that represent us! We are able to create a safe space to allow creatives to be seen and heard in organic manner that reaches into the hearts and minds of our audience. The iGEN Film Festival sparks conversation and inspire actions— from making positive changes in our Historic Overtown to connecting with organizations/businesses who participate and contribute to the success of our Festival. We further create a thriving platform for rising talent to showcase their gifts and talents.

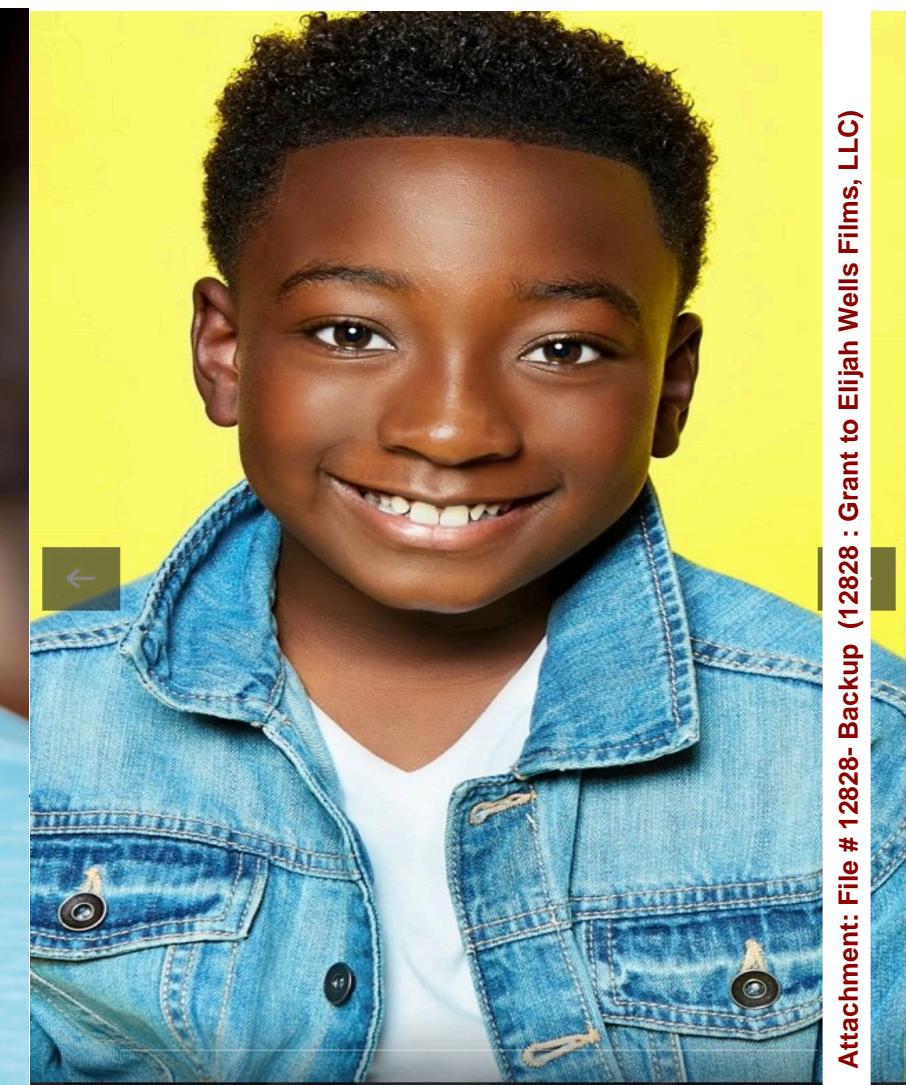
## IGEN FILM FESTIVAL SUCCESS STORIES



Charity Joy Harrison



Ayden Bredy



Herode Etienne

# IGEN SUCCESS STORIES

Our Purpose is our success stories... we create a platform for emerging creatives to be seen and heard. Take a look just a few of our success stories and where they are now since participating in the iGEN Film Festival.



## CHARITY JOY HARRISON:

SAG/AFTRA-e | Actor | Voice Model-IMTA

Charity Joy was our 2020 Rising Star and our 2021 Youth Ambassador. Since then, she can be seen on:

- Received her official SAG-AFTRA Membership
- Generation Gap (Season 1 Episode 4)
- Commercials (Dreyer's Ice Cream)
- LOL Surprise (Voiceover of Charm Queen)

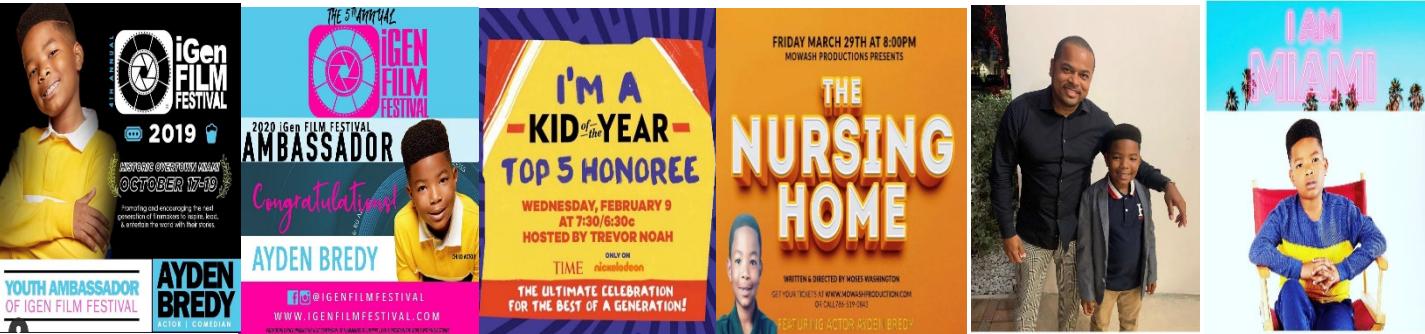


## AYDEN BREDY:

Ayden Bredy was our 2020 Youth Ambassador. His career has now launched in to movies, commercials, and so much more!

SAG/AFTRA-e | Actor | Voice Over

- Lion King
- Annie
- The Nursing Home



# IGEN SUCCESS STORIES



## Herode Etienne

SAG/AFTRA-e | Actor | Model

Herode Etienne and his family have been coming to the since 2019. His family was able to network with directors, writers, and casting agents fast tracking his career to the big screen, short film, ad campaigns, apparel line, and more!

- My Young Dylan- Nickelodeon- Tyler Perry
- Air Jordan Ad Campaigns
- Keep Digging-Short Film



Attachment: File # 12828- Backup (12828 : Grant to Elijah Wells Films, LLC)



## TJ Wright

SAG/AFTRA-e | Actor/Director | Model

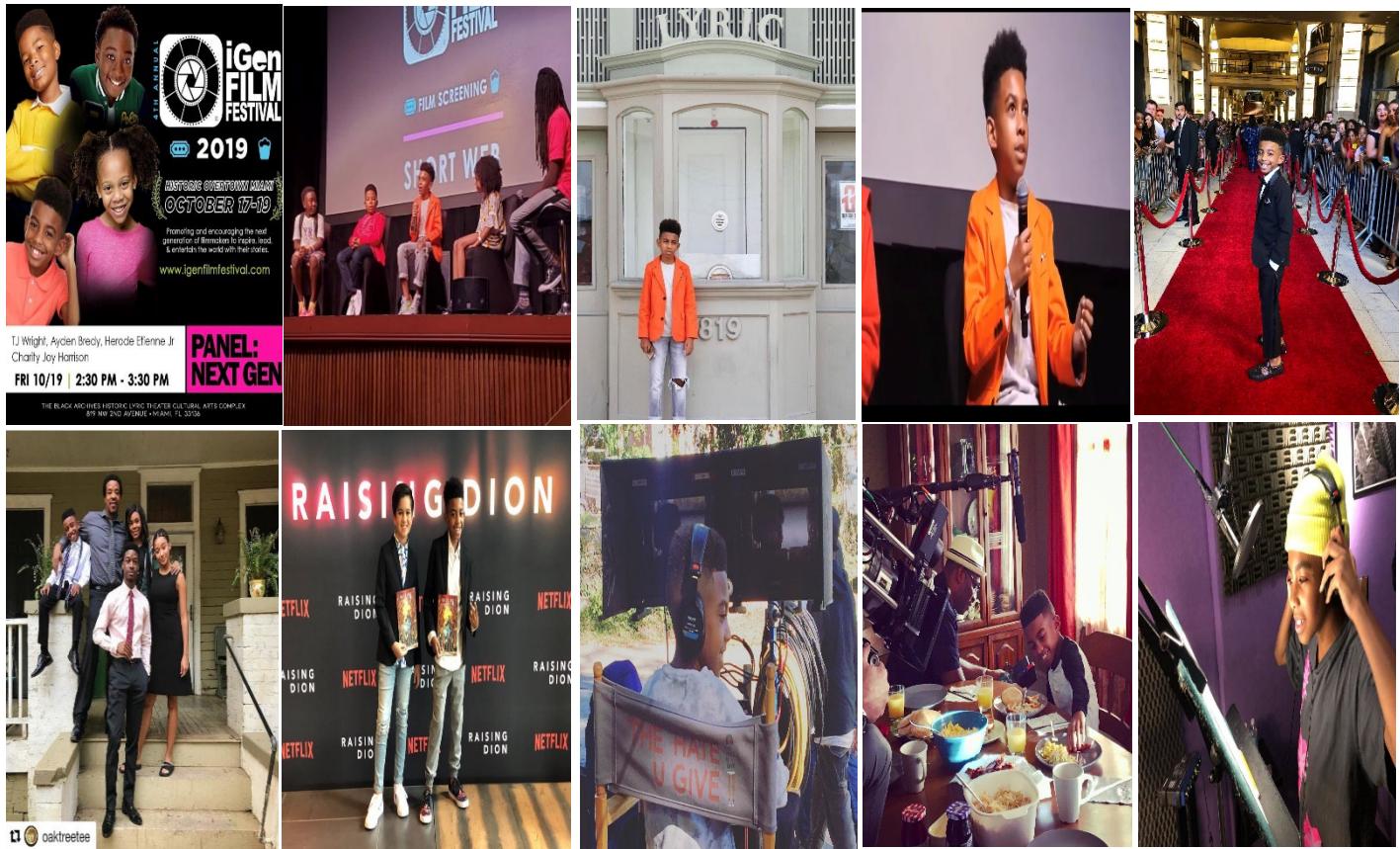
TJ Wright our own homegrown star...first appeared at the iGEN Film Festival in 2019 at only 11 years old. He began his work as an Actor on stage at the tender age of four. Being fairly new to the industry; the festival was a huge educational experience and networking opportunity for his parents, and a great support system for TJ. He was able to engage with his peers who had similar interests and backgrounds. Today TJ is 14 years old, he is our most seasoned success story. TJ is currently doing movies,

short films. TV series, commercials for companies such as Burger King, KFC and American Heart Association. TJ has extensive improvisation, scene study, and on camera training, which gives him versatility as an actor.



# IGEN SUCCESS STORIES

## TJ Wright Cont'd



The iGEN Film Festival is not just a festival, we empower, embrace and represent culturally equality and equity for our community. Creating opportunities for black and brown creatives ensuring representation in the film industry. We are extremely proud of our young actors/actresses who have made it to mainstream (ABC, Disney, NBC, Netflix, Nickelodeon, etc...). They are all doing phenomenal and expanding their respective careers. And we are proud to say that two of our success stories (*Ayden Bredy & TJ Wright*) are from Miami. **THEIR SUCCESS IS OUR PURPOSE!!!** Your support allows us to continue our efforts to impact youth of color by offering education and resources very year.

# 2022 SCHEDULE OF EVENTS

4.5.a



**TH1027**

SPONSORSHIP & PRESS RECEPTION

SPONSORED BY SEOPWRAY

**FR1028**

“REEL TO REEL YOUTH DAY”

**SA1029**

SCREENINGS & MASTERCLASSES

**SU1030**

MOMAGER TALK & BRUNCH

# 2022 SCHEDULE OF EVENTS

## THURSDAY, OCT 27TH

### SPONSORSHIP & PRESS RECEPTION

5:00 pm – 7:00 pm

Private Media, Press, & VIP Reception

BALT Cultural Arts Complex (Lobby)

## FRIDAY, OCT 28th - "REEL TO REEL YOUTH DAY"

10:00 am -11:00 am

Next Gen Panel Discussion

BALT Cultural Arts Complex

11:00 am – 12:00 pm

Conversation w/ iGEN Film Festival

BALT Cultural Arts Complex

01:00 pm – 02:00 pm

Master Class: Acting

1:00 pm – 2:00 pm

Master Class: Youth Acting

02:00 pm – 03:00 pm

Master Class: Producing

BALT Cultural Arts Complex

03:00 pm – 04:00 pm

Reel-to-Reel Closeout

04:00 pm - 05:00 pm

Film Screening

BALT Cultural Arts Complex

05:00 pm - 06:00 pm

Blue Carpet Mixer Hosted by Celebrity Guest

6:00 pm – 8:00 pm

Opening Night Film Premier

BALT Cultural Arts Complex

8:00 pm – 9:00 pm

Opening Night Film Premier Q&A

BALT Cultural Arts Complex

## SATURDAY, OCT 29TH

10:00 am – 11:00 am

Film Screening

11:00 am – 12:00 pm

Film Screening

11:00 am – 12:00 pm

Master Class: Writing for Film

12:00 pm – 1:00 pm

Master Class: Directing

1:00 pm – 2:00 pm

Master Class: Branding/Marketing

2:00 pm – 3:00 pm

Talk Back: Rising Star Youth Panel Discussion

3:00 pm – 4:30 pm

Talk Back: Indie & Pro featuring

5:00 pm – 6:30 pm

Talk Back: Women Behind the Lens

6:30 pm – 7:30 pm

Talk Back: Media Moguls Music for Film

7:30 pm – 8:30 pm

Blue Carpet Awards Show

8:30 pm – until

All Black Canvas After Party

## SUNDAY, OCT 30TH

2:00 pm – 4:00 pm

Momager Talk & Brunch

Red Rooster Overtown – 2nd Floor



# THE BUDGET

## FY 2022

OCT 27<sup>TH</sup> TO OCT 30<sup>TH</sup>, 202

## EVENT BUDGET FOR 7TH ANNUAL iGEN FILM FESTIVAL

| VENUE FEES                                                     |                                                           | DESCRIPTION                           | ESTIMATED     | ACTUAL       | BALANCE       |
|----------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------|---------------|--------------|---------------|
| Black Archives Theater                                         |                                                           | Event Location-Community Access Grant | \$15496.80    |              | \$15,496.80   |
| Insurance                                                      |                                                           | Event Insurance                       | \$400.00      |              | \$400.00      |
| <b>TOTAL</b>                                                   |                                                           |                                       |               | <b>\$TBA</b> | <b>\$TBA</b>  |
| <b>EXCLUDED FROM TOTAL BUDGET</b>                              |                                                           |                                       |               |              |               |
| MARKETING                                                      |                                                           |                                       | ESTIMATED     | ACTUAL       | BALANCE       |
| Retractable Banners                                            | (2) @ \$240                                               |                                       | \$480.00      |              | \$480.00      |
| Sponsorship Signage                                            |                                                           |                                       | \$1200.00     |              | \$1200.00     |
| Marketing Collaterals                                          |                                                           |                                       | \$1500.00     |              | \$1500.00     |
| Printing & Graphics                                            |                                                           |                                       | \$900.00      |              | \$900.00      |
| <b>TOTAL</b>                                                   |                                                           |                                       | <b>\$4080</b> |              | <b>\$4080</b> |
| FESTIVAL ITEMS                                                 |                                                           |                                       | ESTIMATED     | ACTUAL       | BALANCE       |
| Videographer & Editing (Youth Interns)                         | Capturing Event/Editing the reels (3) days @ \$250/Intern |                                       | \$750.00      |              | \$750.00      |
| Photographers (3)                                              | \$500 x 3                                                 |                                       | \$1500.00     |              | \$1500.00     |
| Film Props (Event Staging Décor)                               | Film Camera, Clapboard, Film Strip/Marque, etc...         |                                       | \$1000.00     |              | \$1000.00     |
| Acrylic Podium Logo (Design/Layout/Printing)                   | 1                                                         |                                       | \$250.00      |              | \$250.00      |
| Awards/Plaques                                                 | 12x \$68.99                                               |                                       | \$829.00      |              | \$829.00      |
| Blue Carpet Runner                                             | 4ft x 20ft                                                |                                       | \$129.00      |              | \$129.00      |
| 20x20 Step & Repeat                                            | (2) 1@ \$225                                              |                                       | \$450.00      |              | \$450.00      |
| Video Gaming Truck                                             | Reel to Reel Day (Youth Activity)                         |                                       | \$960.00      |              | \$960.00      |
| <b>TOTAL</b>                                                   |                                                           |                                       | <b>\$5868</b> |              | <b>\$5868</b> |
| BRANDED MERCHANDISE                                            |                                                           |                                       |               |              |               |
| iGEN Merchandise (T-shirt's, Keychains, Water Bottles, etc...) | 400                                                       |                                       | \$1000.00     |              | \$1000.00     |
| <b>TOTAL</b>                                                   |                                                           |                                       | <b>\$1000</b> |              | <b>\$1000</b> |
| PRODUCTION                                                     |                                                           |                                       | ESTIMATED     | ACTUAL       | BALANCE       |
| AV & Audio                                                     | Film Screenings Requirements                              |                                       | \$1375.00     |              | \$1375.00     |
| Communications (Walkie Talkies)                                | 10 (1@\$29.90)                                            |                                       | \$299.00      |              | \$299.00      |
| Misc.                                                          | Unforeseen Production Costs                               |                                       | \$500.00      |              | \$500.00      |
| <b>TOTAL</b>                                                   |                                                           |                                       | <b>\$2174</b> |              | <b>\$2174</b> |

| HOSPITALITY                        |                                                                 | ESTIMATED          | ACTUAL | BALANCE            |
|------------------------------------|-----------------------------------------------------------------|--------------------|--------|--------------------|
| Ground Transportation/Car Services | VIP-Youth Ambassadors/Kid Rising Stars/Celebrity Hosts/Speakers | \$1608.00          |        | \$1608.00          |
| Event Transport Car Rental         | 3 Day SUV @\$89.99                                              | \$270.00           |        | \$270.00           |
| <b>TOTAL</b>                       |                                                                 | <b>\$1878</b>      |        | <b>\$1878</b>      |
| <b>TOTAL EXPENSES</b>              |                                                                 | ESTIMATED          | ACTUAL | BALANCE            |
|                                    |                                                                 | <b>\$15,000.00</b> |        | <b>\$15,000.00</b> |

**BUDGET NARRATIVE:**

As outlined above, the cost to put on a festival of this magnitude becomes challenging without generating sales or income. We are committed to the community of the Historic Overtown ensuring that we bring quality events to our target audience. Each year our festival grows exponentially which creates an increase in event fees and production costs. This festival is at no cost to the public!

The iGEN Film Festival will use 100% of the proceeds received from ***Southeast Overtown Park West Community Redevelopment Agency*** (SEOPWCRA) to procure the venue and cover line-item event overhead cost not covered by corporate sponsorship and/or in-kind donations. The funds will allow us to maintain our emphasis on the highest standards of diverse film content in the festival program with relevance to the Overtown communities and the wider audiences of color that we expect to attend.

## GRANT AGREEMENT

This GRANT AGREEMENT ("Agreement") is made as of this \_\_\_\_\_ day of October 2022 ("Effective Date") by and between the SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes (the "SEOPW CRA"), and ELIJAH WELLS FILMS, LLC, a Florida non-profit corporation ("Grantee").

### RECITALS

A. WHEREAS, the SEOPW CRA is responsible for carrying out community redevelopment activities and projects within its Redevelopment Area in accordance with the 2018 Southeast Overtown/Park West Community Updated Redevelopment Plan, as amended and restated (the "Updated Plan"); and

B. WHEREAS, Section 2, Goal 4 at page 10 of the Updated Plan lists the "creati[on of] jobs within the community" as a stated redevelopment goal; and

C. WHEREAS, Section 2, Goal 5 at page 10 of the Updated Plan lists the "[p]romotion and marketing of the community" as a stated redevelopment goal; and

D. WHEREAS, Section 2, Principle 6 at page 14 of the Updated Plan lists the promotion of "local cultural events, institutions, and businesses", as a stated redevelopment principle; and

E. WHEREAS, Section 2, Principle 14 at page 15 of the Updated Plan lists "restor[ing] a sense of community and unify[ing] the area culturally" as a stated redevelopment principle; and

F. WHEREAS, Grantee operates The Urban Film Festival ("Film Festival"), which the SEOPW CRA supported since 2018. The Film Festival is a 3-day event focusing on educating, exposing, and providing distribution opportunities for the new generation of filmmakers by connecting them with industry professionals, equipping them with the skills and tools they need through hands on workshops and panels; and

G. WHEREAS, on October 27, 2022, the Board of Commissioners passed and adopted Resolution No. CRA-R-22- attached hereto as **Exhibit "A"**, authorizing the issuance of a grant, in an amount not to exceed Fifteen Thousand Dollars and No Cents (\$15,000.00) to Grantee to underwrite costs associated with the 2022 iGen Film Festival (the "Grant"); and

H. WHEREAS, the parties wish to enter into this Agreement to set forth the terms and conditions relating to the use of the Grant.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, receipt and sufficient of which is hereby acknowledged, the SEOPW CRA and Grantee agree as follows:

1. RECITALS. The Recitals to this Agreement are true and correct and are incorporated herein by referenced and made a part hereof.

2. GRANT. Subject to the terms and conditions set forth herein and Grantee's compliance

with all of its obligations hereunder, the SEOPW CRA hereby agrees to make available, to Grantee, the Grant to be used for the purpose and disbursed in the manner hereinafter provided.

3. USE OF GRANT. The Grant shall be used to underwrite costs associated with the Program, in accordance with Scope of Work and Budget in **Exhibit “B”**, attached hereto and incorporated herein. The SEOPW CRA is not obligated to expend additional funds beyond the approved grant.

4. TERM. The term of this Agreement shall commence on the Effective Date written above and shall terminate upon the earlier of one (1) year from the Effective Date written above, full disbursement of Fifteen Thousand Dollars and No Cents (\$15,000.00) or earlier as provided for herein; provided, however, that the following rights of the SEOPW CRA shall survive the expiration or early termination of this Agreement: to audit or inspect; to require reversion of assets; to enforce representations, warranties, and certifications; to exercise entitlement to remedies, limitation of liability, indemnification, and recovery of fees and costs.

5. DISBURSEMENT OF GRANT.

a. GENERALLY. Subject to the terms and conditions contained in this Agreement, the SEOPW CRA shall make available to Grantee up to Fifteen Thousand Dollars and No Cents (\$15,000.00). In no event shall payments to Grantee under this Agreement exceed Fifteen Thousand Dollars and No Cents (\$15,000.00). Payments shall be made to Grantee or directly to vendors on behalf of Grantee, only after the SEOPW CRA has received and approved requests for disbursement in accordance with the SEOPW CRA and Grantee approved Scope of Work and Budget.

b. REQUESTS FOR DISBURSEMENT OF GRANT FUNDS. All requests for the disbursement of grant funds shall be submitted in writing to the SEOPW CRA by Grantee's authorized representative prior to the termination of this Agreement. All such requests must be accompanied by supporting documents reflecting the use of grant funds in accordance with the Program's approved Scope of Work and Budget, as reflected in **Exhibit “B”**. For purposes of this Agreement, “supporting documentation” may include invoices, receipts, photographs, and any other materials evidencing the expense incurred. Grantee agrees that all invoices or receipts reflecting the expenses incurred in connection to the Program shall be in Grantee's name, and not in the name of the SEOPW CRA in light of Grantee's inability to bind the SEOPW CRA to any legal and/or monetary obligation whatsoever. The SEOPW CRA reserves the right to request additional supporting documentation for any expenditures, and the SEOPW CRA reserves the right to deny any and all requests it deems to be outside of the approved Scope of Work and Budget. Grantee's failure to provide additional supporting documentation or explanation regarding expenses incurred, when requested by the SEOPW CRA, shall serve as grounds for immediate termination of this Agreement, and Grantee solely shall bear all costs associated with any expenditures not approved by the SEOPW CRA.

c. CASH TRANSACTIONS PROHIBITED. The parties agree that no payment will be made to Grantee as a reimbursement for any Program-specific expenditure paid in cash. Grantee acknowledges that a cash transaction is insufficient per se to comply with record-keeping requirements under this Agreement.

d. NO ADVANCE PAYMENTS. The SEOPW CRA shall not make advance payments to the Grantee or Grantee's vendors for services not performed or for goods, materials, or equipment which have not been delivered to the Grantee for use in connection with the Program.

6. **COMPLIANCE WITH POLICIES AND PROCEDURES.** Grantee understands that the use of the Grant is subject to specific reporting, record keeping, administrative, and contracting guidelines and other requirements affecting the SEOPW CRA's activities in issuing the Grant. The SEOPW CRA agrees to provide notice of said guidelines and other requirements to Grantee in advance of requiring compliance with same. Without limiting the generality of the foregoing, Grantee represents and warrants that it will comply, and the Grant will be used in accordance with all applicable federal, state and local codes, laws, rules, and regulations.

7. **REMEDIES FOR NON-COMPLIANCE.** If Grantee fails to perform any of its obligations or covenants hereunder, or materially breaches any of the terms contained in this Agreement, the SEOPW CRA shall have the right to take one or more of the following actions:

- a. Withhold cash payments, pending correction of the deficiency by Grantee;
- b. Recover payments made to Grantee;
- c. Disallow (that is, deny the use of the Grant for) all or part of the cost for the activity or action not in compliance;
- d. Withhold further awards for the Program; or
- e. Take such other remedies that may be legally permitted.

8. **RECORDS AND REPORTS/AUDITS AND EVALUATION.**

a. **PUBLIC RECORDS; MAINTENANCE OF RECORDS.** This Agreement shall be subject to Florida's Public Records Laws, Chapter 119, Florida Statutes. The parties understand the broad nature of these laws and agree to comply with Florida's Public Records Laws, and laws relating to records retention. Moreover, in furtherance of the SEOPW CRA's audit rights in Section 8(c) below, the Grantee acknowledges and accepts the SEOPW CRA's right to access the Grantee's records, legal representatives', and contractors' records, and the obligation of the Grantees to retain and to make those records available upon request, and in accordance with all applicable laws. The Grantee shall keep and maintain records to show its compliance with this Agreement. In addition, the Grantee's contractors and subcontractors must make available, upon the SEOPW CRA's request, any books, documents, papers, and records which are directly pertinent to this specific Agreement for the purpose of making audit, examination, excerpts, and transcriptions. The Grantee, its contractors and subcontractors shall retain records related to this Agreement or the Program for a period of five (5) years after the expiration, early termination or cancellation of this Agreement.

b. **REPORTS.** The Grantee shall deliver to the SEOPW CRA reports relating to the use of the Grant to the SEOPW CRA on a monthly basis, including details regarding supportive services provided to residents of the Redevelopment Area. Failure to provide said reports shall result in grant funds being withheld until Grantee has complied with this provision. Thereafter, continued failure by Grantee in providing such reports shall be considered a default under this Agreement.

c. **AUDIT RIGHTS.** The SEOPW CRA shall have the right to conduct audits of the Grantee's records pertaining to the Grant and to visit the Program, in order to conduct its monitoring and evaluation activities. Grantee agrees to cooperate with the SEOPW CRA in the performance of these activities. Such audits shall take place at a mutually agreeable date and time.

d. **FAILURE TO COMPLY.** Grantee's failure to comply with these requirements or the receipt or discovery (by monitoring or evaluation) by the SEOPW CRA of any inconsistent, incomplete, or inadequate information shall be grounds for the immediate termination of this Agreement by the SEOPW CRA.

9. UNUSED FUNDS. Upon the expiration of the term of this Agreement, Grantee shall transfer to the SEOPW CRA any unused Grant funds on hand at the time of such expiration.

10. REPRESENTATIONS; WARRANTIES; CERTIFICATIONS. Grantee represents, warrants, and certifies the following:

a. INVOICES. Invoices for all expenditures paid for by Grant shall be submitted to the SEOPW CRA for review and approval in accordance with the terms set forth in this Agreement. Grantee, through its authorized representative, shall certify that work reflected in said invoices has, in fact, been performed in accordance with the Scope of Work and Budget set forth in **Exhibit "B"**.

b. EXPENDITURES. Funds disbursed under the Grant shall be used solely for the Program in accordance with the Scope of Work and Budget set forth in **Exhibit "B"**. All expenditures of the Grant will be made in accordance with the provisions of this Agreement.

c. SEPARATE ACCOUNTS. The Grant shall not be co-mingled with any other funds, and separate accounts and accounting records will be maintained.

d. POLITICAL ACTIVITIES. No expenditure of Grant funds shall be used for political activities.

e. LIABILITY GENERALLY. Grantee shall be liable to the SEOPW CRA for the amount of the Grant expended in a manner inconsistent with this Agreement.

f. AUTHORITY. This Agreement has been duly authorized by all necessary actions on the part of, and has been, or will be, duly executed and delivered by Grantee, and neither the execution and delivery hereof, nor compliance with the terms and provisions hereof: (i) requires the approval and consent of any other party, except such as have been duly obtained or as are specifically noted herein; (ii) contravenes any existing law, judgment, governmental rule, regulation, or order applicable to or binding on any indenture, mortgage, deed of trust, bank loan, or credit agreement, applicable ordinances, resolutions, or on the date of this Agreement, any other agreement or instrument to which the Grantee is a party; or (iii) contravenes or results in any breach of, or default under any other agreement to which the Grantee is a party, or results in the creation of any lien or encumbrances upon any property of the Grantee.

11. NON-DISCRIMINATION. Grantee, for itself and on behalf of its contractors and sub-contractors, agrees that it shall not discriminate on the basis of race, sex, color, religion, national origin, age, disability, or any other protected class prescribed by law in connection with its performance under this Agreement. Furthermore, Grantee represents that no otherwise qualified individual shall, solely, by reason of his/her race, sex, color, religion, national origin, age, disability, or any other member of a protected class be excluded from the participation in, be denied benefits of, or be subjected to discrimination under any program or activity receiving financial assistance pursuant to this Agreement.

12. CONFLICT OF INTEREST. Grantee is familiar with the following provisions regarding conflict of interest in the performance of this Agreement by Grantee. Grantee covenants, represents, and warrants that it will comply with all such conflict-of-interest provisions:

- a. Code of the City of Miami, Florida, Chapter 2, Article V.
- b. Miami-Dade County Code, Section 2-11.1.

13. **CONTINGENCY.** Funding for this Agreement is contingent on the availability of funds and continued authorization for Program activities and is subject to amendment or termination due to lack of funds or authorization, reduction of funds, or change in regulations. The SEOPW CRA shall not be liable to Grantee for amendment or termination of this Agreement pursuant to this Section.

14. **MARKETING.**

a. **PUBLICATION.** In the event Grantee wishes to engage in any marketing efforts, Grantee shall, if approved by the SEOPW CRA in accordance with Section 14(b) below, produce, publish, advertise, disclose, or exhibit the SEOPW CRA's name and/or logo, in acknowledgement of the SEOPW CRA's contribution to the Program, in all forms of media and communications created by Grantee for the purpose of publication, promotion, illustration, advertising, trade, or any other lawful purpose, including but not limited to stationary, newspapers, periodicals, billboards, posters, email, direct mail, flyers, telephone, public events, and television, radio, or internet advertisements or interviews. *Grantee's acknowledgement shall consist of the following: "Sponsored by the Southeast Overtown/Park West Community Redevelopment Agency."*

b. **APPROVAL.** The SEOPW CRA shall have the right to approve the form and placement of all acknowledgements described in Section 14(a) above, which approval shall not be unreasonably withheld.

c. **LIMITED USE.** Grantee further agrees that the SEOPW CRA's name and logo may not be otherwise used, copied, reproduced, altered in any manner, or sold to others for purposes other than those specified in this Agreement. Nothing in this Agreement, or in Grantee's use of the SEOPW CRA's name and logo, confers or may be construed as conferring upon Grantee any right, title, or interest whatsoever in the SEOPW CRA's name and logo beyond the right granted in this Agreement.

15. **DEFAULT.** If Grantee fails to comply with any term or condition of this Agreement, or fails to perform any of Grantee's obligations hereunder, and Grantee does not cure such failure within thirty (30) days following receipt of written notice from the SEOPW CRA that such failure has occurred, then Grantee shall be in default. Upon the occurrence of such default hereunder the SEOPW CRA, in addition to all remedies available to it by law, may immediately, upon written notice to Grantee, terminate this Agreement whereupon all payments, advances, or other compensation paid by the SEOPW CRA directly to Grantee and utilized by Grantee in violation of this Agreement shall be immediately returned to the SEOPW CRA. Grantee understands and agrees that termination of this Agreement under this section shall not release Grantee from any obligation accruing prior to the effective date of termination.

16. **NO LIABILITY.** In consideration for the Grant, Grantee hereby waives, releases, and discharges the City of Miami, the SEOPW CRA, its Board of Commissioners, officers, employees, agents, representatives, and attorneys, whether disclosed or undisclosed, any and all liability for any injury or damage of any kind which may hereafter accrue to Grantee, its officers, directors, members, employees, agents, or representatives, with respect to any of the provisions of this Agreement or performance under this Agreement.

17. **SPECIFIC PERFORMANCE.** In the event of breach of this Agreement by the SEOPW CRA, Grantee may only seek specific performance of this Agreement and any recovery shall

be limited to the grant funding authorized for the Services provided herein. In no event shall the SEOPW CRA be liable to Grantee for any additional compensation, other than that provided herein.

18. INDEMNIFICATION OF THE SEOPW CRA. The Grantee agrees to indemnify, defend, protect, and hold harmless the City of Miami, the SEOPW CRA, its Board of Commissioners, officers, employees, agents, representatives, and attorneys from and against all loss, costs, penalties, fines, damages, claims, expenses (including attorney's fees) or liabilities (collectively referred to as "liabilities") for reason of any injury to or death of any person or damage to or destruction or loss of any property arising out of, resulting from or in connection with: (i) the performance or non-performance of the services, supplies, materials and equipment contemplated by this Agreement or the Program, whether directly or indirectly caused, in whole or in part, by any act, omission, default, professional errors or omissions, or negligence (whether active or passive) of Grantee or its employees, agents, or subcontractors (collectively referred to as "Grantee"), regardless of whether it is, or is alleged to be, caused in whole or part (whether joint, concurrent or contributing) by any act, omission, default, breach, or negligence (whether active or passive) of the SEOPW CRA, unless such injuries or damages are ultimately proven to be the result of grossly negligent or willful acts or omissions on the part of the SEOPW CRA; or (ii) the failures of Grantee to comply with any of the paragraphs provisions herein; or (iii) the failure of Grantee to conform to statutes, ordinances, or other regulations, or requirements of any governmental authority, federal, state, county, or city in connection with the granting or performance of this Agreement, or any amendment to this Agreement. Grantee expressly agrees to indemnify and hold harmless the SEOPW CRA, from and against all liabilities which may be asserted by an employee or former employee of Grantee, any of subcontractors, or participants in the Program, as provided above, for which Grantee's liability to such employee, former employee, subcontractor, or participant would otherwise be limited to payments under state Worker's Compensation or similar laws.

19. INSURANCE. Grantee shall, at all times during the term hereof, maintain such insurance coverage as provided in **Exhibit "C"** attached hereto and incorporated herein, All such insurance, including renewals, shall be subject to the approval of the SEOPW CRA, or the City of Miami (which approval shall not be unreasonably withheld) for adequacy of protection and evidence of such coverage shall be furnished to the SEOPW CRA on Certificates of Insurance indicating such insurance to be in force and effect and providing that it will not be canceled, or materially changed during the performance of the Program under this Agreement without thirty (30) calendar days prior written notice (or in accordance to policy provisions) to the SEOPW CRA. Completed Certificates of Insurance shall be filed with the SEOPW CRA, to the extent practicable, prior to the performance of services hereunder, provided, however, that Grantee shall at any time upon request by SEOPW CRA file duplicate copies of the policies of such insurance with the SEOPWCRA.

If, in the reasonable judgment of the SEOPW CRA, prevailing conditions warrant the provision by Grantee of additional liability insurance coverage or coverage which is different in kind, the SEOPW CRA reserves the right to require the provision by Grantee of an amount of coverage different from the amounts or kind previously required and shall afford written notice of such change in requirements thirty (30) days prior to the date on which the requirements shall take effect. Should Grantee fail or refuse to satisfy the requirement of changed coverage within thirty (30) days following the SEOPW CRA's written notice, this Agreement shall be considered terminated on the date the required change in policy coverage would otherwise take effect. Upon such termination, the SEOPW CRA shall pay Grantee expenses incurred for the Program, prior to

the date of termination but shall not be liable to Grantee for any additional compensation, or for any consequential or incidental damages.

20. DISPUTES. In the event of a dispute between the Executive Director of the SEOPW CRA and Grantee as to the terms and conditions of this Agreement, the Executive Director of the SEOPW CRA and Grantee shall proceed in good faith to resolve the dispute. If the parties are not able to resolve the dispute within thirty (30) days of written notice to the other, the dispute shall be submitted to the SEOPW CRA's Board of Commissioners for resolution within ninety (90) days of the expiration of such thirty (30) day period or such longer period as may be agreed to by the parties to this Agreement. The Board's decision shall be deemed final and binding on the parties.

21. INTERPRETATION.

a. CAPTIONS. The captions in this Agreement are for convenience only and are not a part of this Agreement and do not in any way define, limit, describe or amplify the terms and provisions of this Agreement or the scope or intent thereof.

b. ENTIRE AGREEMENT. This instrument constitutes the sole and only agreement of the parties hereto relating to the Grant, and correctly set forth the rights, duties, and obligations of the parties. There are no collateral or oral agreements or understandings between the SEOPW CRA and Grantee relating to the 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 except by an instrument in writing executed by the parties. The masculine (or neuter) pronoun and the singular number shall include the masculine, feminine and neuter genders and the singular and plural number. The word "including" followed by any specific item(s) is deemed to refer to examples rather than to be words of limitation.

c. CONTRACTUAL INTERPRETATION. Should the provisions of this Agreement require judicial or arbitral interpretation, it is agreed that the judicial or arbitral body interpreting or construing the same shall not apply the assumption that the terms hereof shall be more strictly construed against one party by reason of the rule of construction that an instrument is to be construed more strictly against the party which itself or through its agents prepared same, it being agreed that the agents of both parties have equally participated in the preparation of this Agreement.

d. COVENANTS. Each covenant, agreement, obligation, term, condition, or other provision herein contained shall be deemed and construed as a separate and independent covenant of the party bound by, undertaking, or making the same, not dependent on any other provision of this Agreement unless otherwise expressly provided. All of the terms and conditions set forth in this Agreement shall apply throughout the term of this Agreement unless otherwise expressly set forth herein.

e. CONFLICTING TERMS. In the event of conflict between the terms of this Agreement and any terms or conditions contained in any attached documents, the terms of this Agreement shall govern.

f. WAIVER. No waiver or breach of any provision of this Agreement shall constitute a waiver of any subsequent breach of the same or any other provision hereof, and no waiver shall be effective unless made in writing.

g. **SEVERABILITY.** Should any provision contained in this Agreement be determined by a court of competent jurisdiction to be invalid, illegal or otherwise unenforceable under the laws of the State of Florida, then such provision shall be deemed modified to the extent necessary in order to conform with such laws, or if not modifiable to conform with such laws, that same shall be deemed severable, and in either event, the remaining terms and provisions of this Agreement shall remain unmodified and in full force and effect.

h. **THIRD-PARTY BENEFICIARIES.** No provision of this Agreement shall, in any way, inure to the benefit of any third party so as to make such third party a beneficiary of this Agreement, or of any one or more of the terms hereof or otherwise give rise to any cause of action in any party not a party hereto.

22. **AMENDMENTS.** No amendment to this Agreement shall be binding on either party, unless in writing and signed by both parties.

23. **DOCUMENT OWNERSHIP.** Upon request by the SEOPW CRA, all documents developed by Grantee shall be delivered to the SEOPW CRA upon completion of this Agreement, and may be used by the SEOPW CRA, without restriction or limitation. Grantee agrees that all documents maintained and generated pursuant to this Agreement shall be subject to all provisions of the Public Records Law, Chapter 119, Florida Statutes. It is further understood by and between the parties that any document which is given by the SEOPW CRA to Grantee pursuant to this Agreement shall at all times remain the property of the SEOPW CRA and shall not be used by Grantee for any other purpose whatsoever, without the written consent of the SEOPW CRA.

24. **AWARD OF AGREEMENT.** Grantee warrants that it has not employed or retained any person employed by the SEOPW CRA to solicit or secure this Agreement, and that it has not offered to pay, paid, or agreed to pay any person employed by the SEOPW CRA any fee, commission percentage, brokerage fee, or gift of any kind contingent upon or resulting from the award of the Grant.

25. **NON-DELEGABILITY.** The obligations of Grantee under this Agreement shall not be delegated or assigned to any other party without the SEOPW CRA's prior written consent which may be withheld by the SEOPW CRA, in its sole discretion.

26. **CONSTRUCTION.** This Agreement shall be construed and enforced in accordance with Florida law.

27. **TERMINATION.** The SEOPW CRA reserves the right to terminate this Agreement, at any time for any reason upon giving five (5) days written notice of termination to Grantee. If this Agreement should be terminated by the SEOPW CRA, the SEOPW CRA will be relieved of all obligations under this Agreement. In no way shall the SEOPW CRA be subjected to any liability or exposure for the termination of this Agreement under this Section.

28. **NOTICE.** All notices or other communications which shall or may be given pursuant to this Agreement shall be in writing and shall be delivered by personal service, or by registered mail, addressed to the party at the address indicated herein or as the same may be changed from time to time. Such notice shall be deemed given on the day on which personally served, or, if by mail, on the fifth day after being posted, or the date of actual receipt or refusal of delivery, whichever is earlier.

To SEOPW CRA: James McQueen, Executive Director  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2nd Avenue, 3rd Floor  
 Miami, FL 33136  
 Email: [JMcQueen@miamigov.com](mailto:JMcQueen@miamigov.com)

With copy to: Vincent T. Brown, Esq., Staff Counsel  
 Southeast Overtown/Park West Community Redevelopment Agency  
 819 N.W. 2nd Avenue, 3rd Floor  
 Miami, FL 33136  
 Email: [VTBrown@miamigov.com](mailto:VTBrown@miamigov.com)

To Grantee: Elijah Wells, Manager  
 Elijah Wells Films, LLC  
 1000 N.W. 1<sup>st</sup> Avenue  
 Miami, FL 33136  
 Email: [info.igenfilmfestival@gmail.com](mailto:info.igenfilmfestival@gmail.com)

29. **INDEPENDENT CONTRACTOR.** Grantee, its contractors, subcontractors, employees, agents, and participants in the Program shall be deemed to be independent contractors, and not agents or employees of the SEOPW CRA, and shall not attain any rights or benefits under the civil service or retirement/pension programs of the SEOPW CRA, or any rights generally afforded its employees; further, they shall not be deemed entitled to Florida Workers' Compensation benefits as employees of the SEOPW CRA.

30. **SUCCESSORS AND ASSIGNS.** This Agreement shall be binding upon the parties hereto, and their respective heirs, executors, legal representatives, successors, and assigns.

31. **MULTIPLE COUNTERPARTS AND ELECTRONIC SIGNATURES.** This Agreement may be simultaneously executed in multiple counterparts, all of which shall constitute one and the same instrument, and each of which shall be deemed to be an original. The facsimile or other electronically delivered signatures of the parties shall be deemed to constitute original signatures, and facsimile or electronic copies hereof shall be deemed to constitute duplicate originals.

32. **MISCELLANEOUS.**

- a. In the event of any litigation between the parties under this Agreement, the parties shall bear their own attorneys' fees and costs at trial and appellate levels.
- b. Time shall be of the essence for each and every provision of this Agreement.
- c. All exhibits attached to this Agreement are incorporated in, and made a part of this Agreement.

IN WITNESS WHEREOF, in consideration of the mutual entry into this Agreement, for other good and valuable consideration, and intending to be legally bound, the SEOPW CRA and Grantee have executed this Agreement.

SOUTHEAST OVERTOWN/PARK WEST COMMUNITY REDEVELOPMENT AGENCY, a public agency and body corporate created pursuant to Section 163.356, Florida Statutes

ATTEST:

By: \_\_\_\_\_  
Todd B. Hannon  
Clerk of the Board

APPROVED AS TO FORM AND  
LEGAL SUFFICIENCY:

By: \_\_\_\_\_  
Vincent T. Brown, Esq.  
Staff Counsel

WITNESSES:

By: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_

Print: \_\_\_\_\_

By: \_\_\_\_\_  
James McQueen  
Executive Director

APPROVED AS TO INSURANCE  
REQUIREMENTS:

By: \_\_\_\_\_  
Anne Marie Sharpe  
Director of Risk Management

ELIJAH WELLS FILMS, LLC, a Florida non-profit corporation ("Grantee"):

By: \_\_\_\_\_  
Elijah Wells  
Manager

[SIGNATURE PAGE TO GRANT AGREEMENT]

**Exhibit "A"**

Resolution No. CRA-R-22-

**Exhibit "B"**

## Scope of Work and Budget

## 2022 iGEN Film Festival Funds Request

TO: James McQueen, Executive Director  
SEOPWCRA  
819 NW 2nd Avenue • 3rd Floor  
Miami, Florida 33136

FROM: Elijah Wells, Founder  
**Elijah Wells Films, LLC (D/B/A iGEN Film Festival)**  
1000 NW 1<sup>st</sup> Avenue, Suite 702  
Miami, FL 33136

EVENT: iGEN Film Festival -October 27<sup>th</sup> to October 30<sup>th</sup>, 2022

LOCATION: Black Archives Historic Lyric Theater

FUNDING REQUEST: \$15,000.00

CONTACT PERSON:

Elijah Wells | [info.igenfilmfestival@gmail.com](mailto:info.igenfilmfestival@gmail.com) | 786.775.9591

*THANKING YOU IN ADVANCE FOR YOUR SUPPORT!*

Dear Mr McQueen:

Thank you for the opportunity to be considered for support by the *Southeast Overtown Park West Community Redevelopment* Agency (SEOPWCRA). In the seven short years since its founding, the *iGEN Film Festival* (formerly the Elijah Wells Youth Indie Film Festival) has played a major role in the *Historic Overtown* Community: The mission of the iGEN Film Festival is to provide a platform for emerging filmmakers ages 16-25, around the world reaching the broadest possible audience and generating culturally diverse dialogue through cinema. The festival looks to celebrate and inspire community youth to develop their technical and creative skills enriching the artistic landscape of film. iGEN provides the opportunity for the filmmakers to screen their films to an audience made up of the community, their friends, and family as well as potential investors. We provide an educational environment for the community to learn from the cast, crew, and/or filmmakers who are in attendance. iGEN also provides an opportunity for local businesses to have new patrons come to their establishments. Most importantly, we create jobs for Overtown residents during our 4-day event.

The creative force behind the *iGEN Film festival...Elijah Wells Films* has become a staple brand in the film industry, specializing in documentary and filmmaking. Born the youngest among seven half siblings, I grew up in Overtown living an ordinary, simple life. I am a product of Overtown! It wouldn't be until 2010, when I started seventh grade at Miami Arts Charter, that I would begin making moves in film directing. At 14, I submitted my first short film to the American Black Film Festival. Titled, "The Gift," this was my first production, with a plot described as being loosely based on my life, but through the portrayal and perspective of the opposite gender. Thereafter, I had the opportunity to participate in the 2011 Cine Lab Young Filmmakers program in Overtown. And it was there I started to perfected my craft and learn the theory of film. Although I was too young for the program at the time, Reggie Scott, founder of the program, saw something special in me and permitted me to enter the program. My destiny was confirmed in the Historic Overtown! The support I received to date is humbling and I made a commitment to pay it forward to my community be creating a platform for people of color to support their creativity and aspirations in film.

**THANKING YOU IN ADVANCE FOR YOUR SUPPORT!**

The iGEN Film festival has garnered mainstream attention and our goal is to become a bona fide festival that attracts not only local patrons but patrons from across the country and the world highlighting the Historic Overton. A priority need for the festival is funding to offset production costs. Each year the festival grows in capacity and the level of mainstream artist involved. As a result, our overhead expenses increase exponentially. Thus, the ability to produce a successful festival becomes challenging without the

increase in funding dollars. The iGEN Film Festival is requesting \$15,000.00 from the SEOPWCRA to support this festival that makes a meaningful difference in the lives of our youth in Historic Overton and beyond.... Thus, promoting a new generation of emerging youth filmmakers who are enriching the color of the artistic canvas!

**THANKING YOU IN ADVANCE FOR YOUR SUPPORT!**



The creative force behind the festival is Elijah Wells; Writer, Actor Producer, and President/CEO of Elijah Wells Films.

Elijah Wells Films has become a staple brand in the film industry, specializing in documentary and filmmaking. Elijah produced the short film "The Gift," which was the American Black Film Festival's 2012 Community Short Film Showcase winner. Key industry leaders and mainstream stars, which include; Jeff Friday, Founder of the

American Black Film Festival, Robert Townsend, Spike Lee, Omari Hardwick, Jo Marie Payton, and Romeo Miller have supported Elijah throughout his journey behind the lens. The Miami Times classified Elijah Wells as "one of our very own indie filmmakers".

Elijah is paving the way for his generation! His strong does of passion for film, mixed with advocacy for representation in storytelling birthed the iGEN Film Festival in 2014 in the Historic Overtown section of Miami, FL. Elijah Wells Films is the catalyst for equity and equality in film by capturing the stories of people of color. To further his cause, the iGEN Film Festival has become a platform created to support and promote a new generation of emerging youth filmmakers who are enriching the color of the artistic landscape in film. This year's festival will include engaging and thought-provoking films, celebrity speakers, expert masterclasses, and audience engagement. The festival will provide a platform for film creatives to find their voice in a rapidly competitive landscape.

We are celebrating the 7th Annual iGEN Film Festival and look forward to celebrating with you. To our supporters' partners, political officials, celebrity guests, ambassadors, and the Overtown community who have been with us through thick and thin, we express our heartfelt appreciation to you!!!

*Elijah Wells*

# iGEN FILM FESTIVAL 2022



**SIMKINS**  
FAMILY FOUNDATION





## iGEN FILM FESTIVAL SNAPSHOT

### **Vision Statement**

Our vision is to diminish the barriers to inclusion and increase diversity within the digital film, media arts, and television industry by creating equitable platforms for representation for young people of diverse background.

### **Mission Statement**

iGEN Film Festival will provide state-of-the-art, next generation film masterclasses and media arts production to children, youth, and young adults, that will foster life-long learning skills to improve their craft while preparing them for the industry.

### **Core Values**

Accessibility - Availability - Equity - Equality - Representation - Collaboration - Best Practices - Integrity - Meaningful - Value - Quality  
Respect - Teamwork

### **Our Five Key Fields of Activity**

Education  
Empowerment  
Visual Storytelling  
Artistic Expression  
Performance

## COMMUNITY IMPACT

The iGEN Film Festival offers the Historic Overtown residents, businesses, and organizations an opportunity to share the very best of our community and invites visitors from around the state and beyond to experience the hospitality, natural beauty, and economic opportunity that The Historic Overtown has to offer. Each October, the festival kicks off in Historic Overtown with an invitation-only VIP Reception dedicated to honoring our partners, sponsors, political figures, and our special guests. The next day is all about the YOUTH.... with our REEL TO REEL DAY it will be a fun filled day of community screening of short films; The films are further brought to life through a variety of interactive community activities, interactive play, workshops conducted by child actors/actresses, food, and gifts/prizes. Followed by an awards ceremony, industry panel discussions, and musical entertainment. On the last day we will close-out with a Momagers Brunch and panel discussions.



## WHAT WE DO

Present thoughtfully created, life-affirming stories that effect positive change in attitudes and perceptions of people of color and the world around us

Showcase domestic and international films, including documentary features and shorts that would not otherwise screen in our community

Showcasing breakthrough artists, rising stars and filmmakers who first presented their work at the festival are now climbing the ranks amongst the biggest names in the film and entertainment industry.

Attract newcomers to an exciting and intimate festival atmosphere that fosters community and conversation in color.

Create opportunities for our audience to interact with filmmakers, film subjects, and subject-area experts through casual and formal masterclasses, including post-screening Q&As and panel discussions.

Enhance the festival experience with a variety of film screenings and community-driven activities, performances, and workshops/masterclasses.

Collaborate with local and national nonprofit organizations targeting causes highlighted in the films to further create and raise awareness for their work.... Contributing to the advancement of equality and equity in film.

Drive positive publicity and media attention to iGEN and expose visitors and guests to our welcoming community, the Historical Overtown.

# THE RIPPLE EFFECT COME AS YOU ARE. LEAVE EMPOWERED.

The incredible stories featured in the films by us and for us have a way of extending beyond the screen by showcasing stories that represent us! We are able to create a safe space to allow creatives to be seen and heard in organic manner that reaches into the hearts and minds of our audience. The iGEN Film Festival sparks conversation and inspire actions— from making positive changes in our Historic Overtown to connecting with organizations/businesses who participate and contribute to the success of our Festival. We further create a thriving platform for rising talent to showcase their gifts and talents.

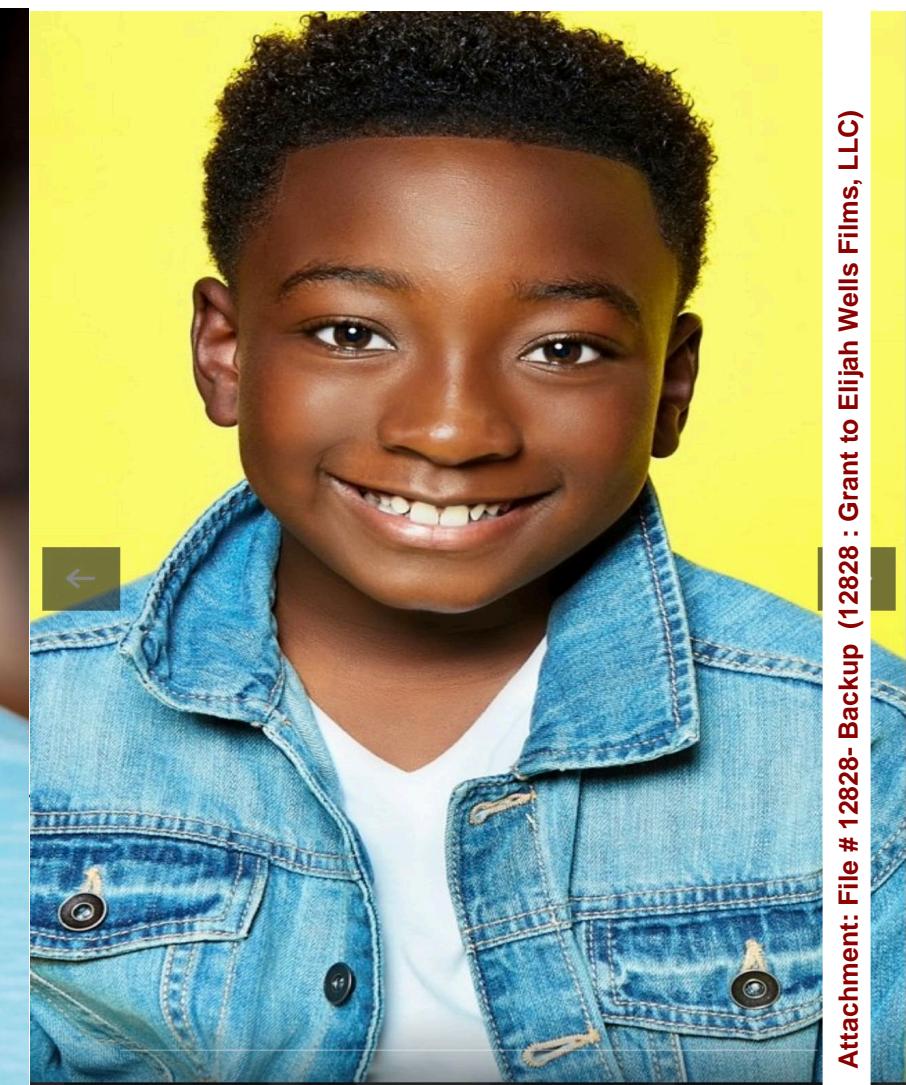
## IGEN FILM FESTIVAL SUCCESS STORIES



Charity Joy Harrison



Ayden Bredy



Herode Etienne

# IGEN SUCCESS STORIES

Our Purpose is our success stories... we create a platform for emerging creatives to be seen and heard. Take a look just a few of our success stories and where they are now since participating in the iGEN Film Festival.



## CHARITY JOY HARRISON:

SAG/AFTRA-e | Actor | Voice Model-IMTA

Charity Joy was our 2020 Rising Star and our 2021 Youth Ambassador. Since then, she can be seen on:

- Received her official SAG-AFTRA Membership
- Generation Gap (Season 1 Episode 4)
- Commercials (Dreyer's Ice Cream)
- LOL Surprise (Voiceover of Charm Queen)

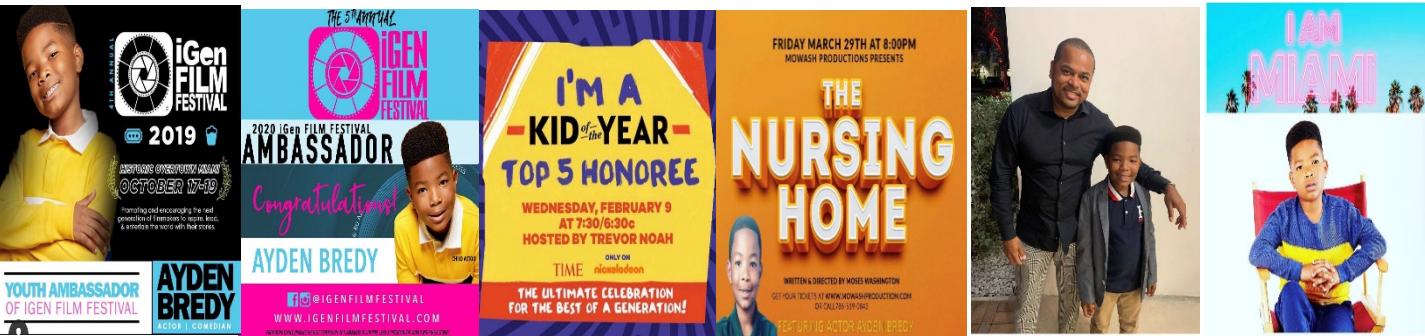


## AYDEN BREDY:

Ayden Bredy was our 2020 Youth Ambassador. His career has now launched in to movies, commercials, and so much more!

SAG/AFTRA-e | Actor | Voice Over

- Lion King
- Annie
- The Nursing Home



# IGEN SUCCESS STORIES



## Herode Etienne

SAG/AFTRA-e | Actor | Model

Herode Etienne and his family have been coming to the since 2019. His family was able to network with directors, writers, and casting agents fast tracking his career to the big screen, short film, ad campaigns, apparel line, and more!

- My Young Dylan- Nickelodeon- Tyler Perry
- Air Jordan Ad Campaigns
- Keep Digging-Short Film



## TJ Wright

SAG/AFTRA-e | Actor/Director | Model

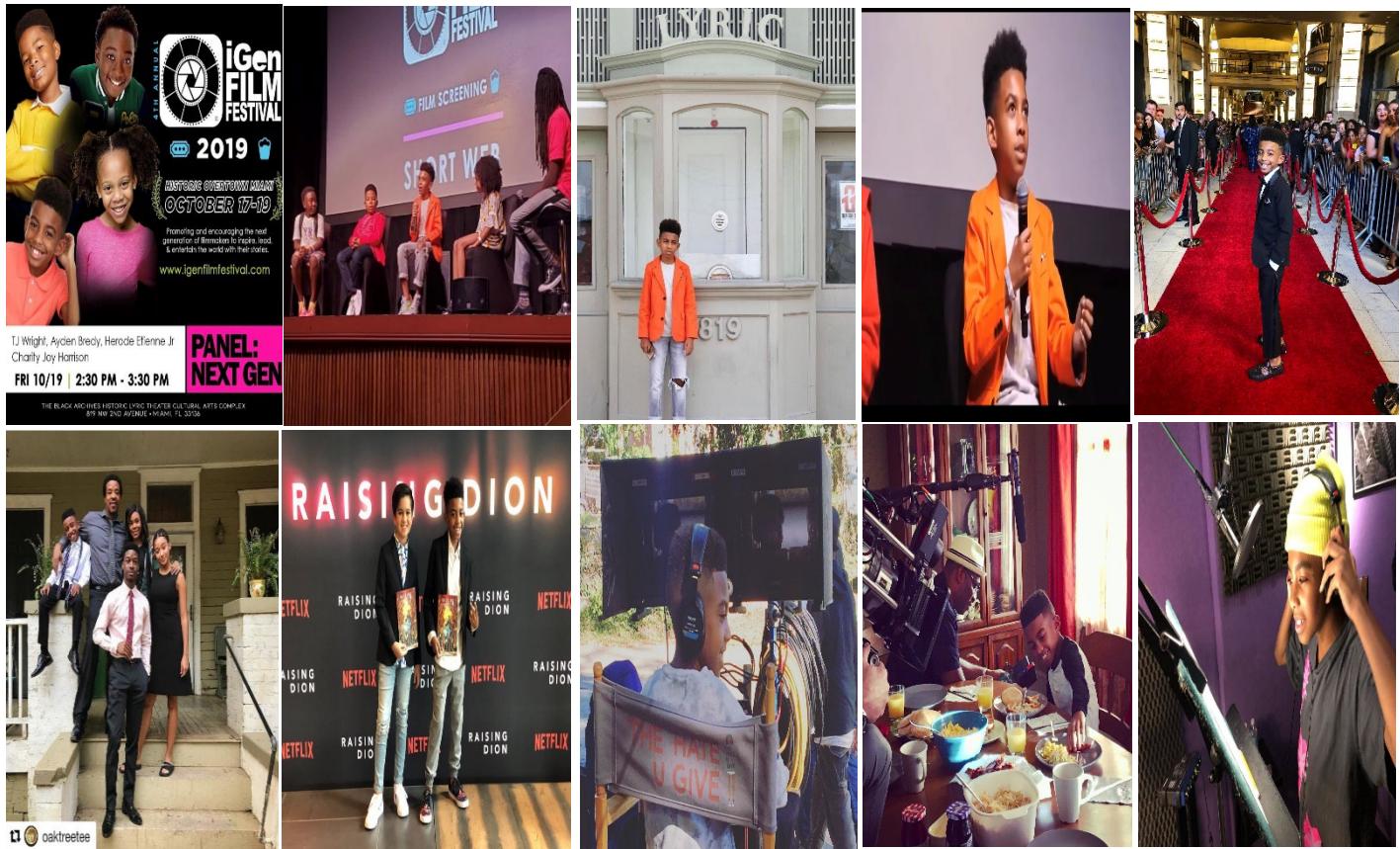
TJ Wright our own homegrown star...first appeared at the iGEN Film Festival in 2019 at only 11 years old. He began his work as an Actor on stage at the tender age of four. Being fairly new to the industry; the festival was a huge educational experience and networking opportunity for his parents, and a great support system for TJ. He was able to engage with his peers who had similar interests and backgrounds. Today TJ is 14 years old, he is our most seasoned success story. TJ is currently doing movies,

short films. TV series, commercials for companies such as Burger King, KFC and American Heart Association. TJ has extensive improvisation, scene study, and on camera training, which gives him versatility as an actor.



# IGEN SUCCESS STORIES

## TJ Wright Cont'd



The iGEN Film Festival is not just a festival, we empower, embrace and represent culturally equality and equity for our community. Creating opportunities for black and brown creatives ensuring representation in the film industry. We are extremely proud of our young actors/actresses who have made it to mainstream (ABC, Disney, NBC, Netflix, Nickelodeon, etc...). They are all doing phenomenal and expanding their respective careers. And we are proud to say that two of our success stories (*Ayden Bredy & TJ Wright*) are from Miami. **THEIR SUCCESS IS OUR PURPOSE!!!** Your support allows us to continue our efforts to impact youth of color by offering education and resources very year.

# 2022 SCHEDULE OF EVENTS

**FR1028**

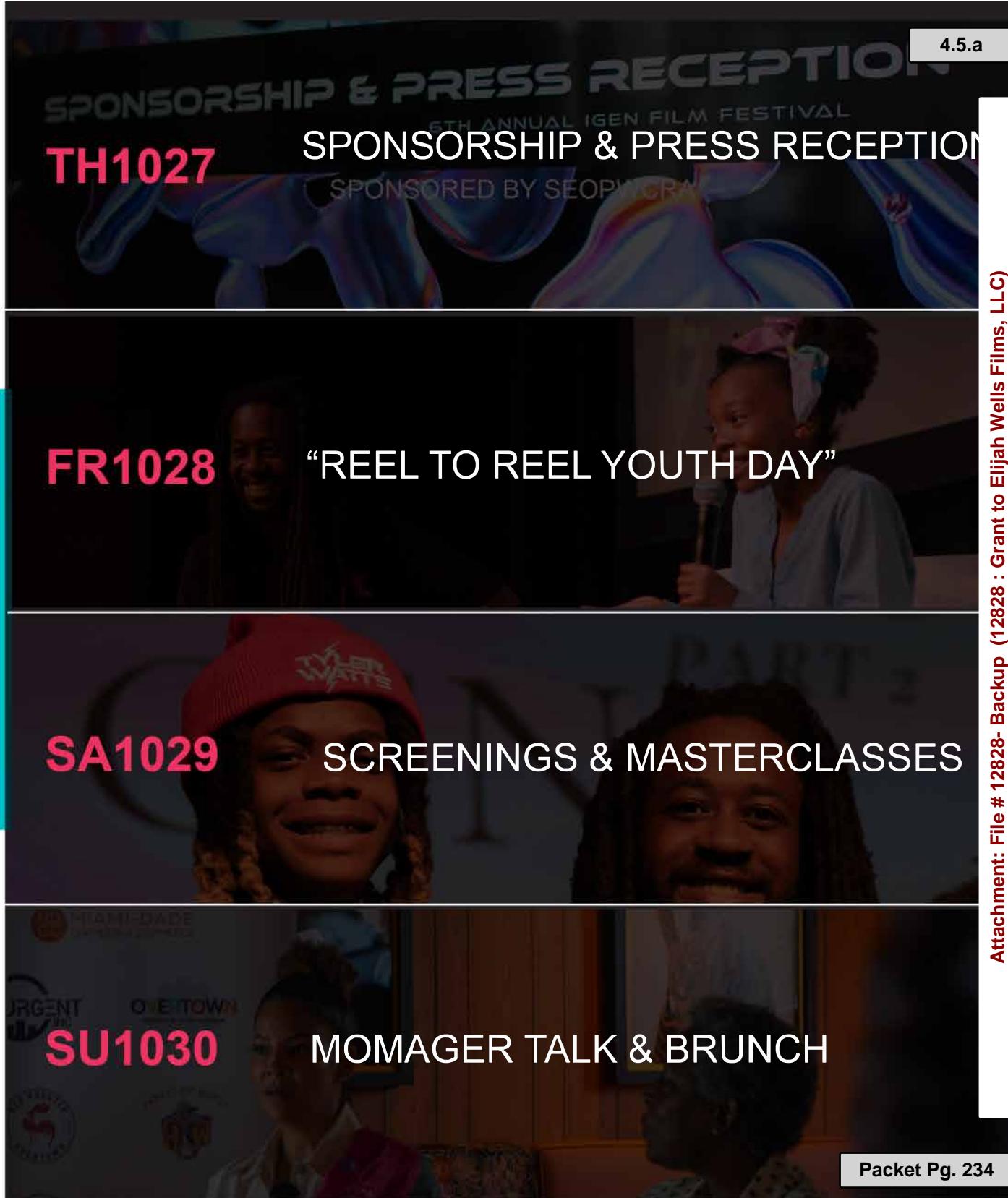
“REEL TO REEL YOUTH DAY”

**SA1029**

SCREENINGS & MASTERCLASSES

**SU1030**

MOMAGER TALK & BRUNCH



# 2022 SCHEDULE OF EVENTS

## THURSDAY, OCT 27TH

### SPONSORSHIP & PRESS RECEPTION

5:00 pm – 7:00 pm

Private Media, Press, & VIP Reception

BALT Cultural Arts Complex (Lobby)

## FRIDAY, OCT 28th - "REEL TO REEL YOUTH DAY"

10:00 am -11:00 am

Next Gen Panel Discussion

BALT Cultural Arts Complex

11:00 am – 12:00 pm

Conversation w/ iGEN Film Festival

BALT Cultural Arts Complex

01:00 pm – 02:00 pm

Master Class: Acting

1:00 pm – 2:00 pm

Master Class: Youth Acting

02:00 pm – 03:00 pm

Master Class: Producing

BALT Cultural Arts Complex

03:00 pm – 04:00 pm

Reel-to-Reel Closeout

04:00 pm - 05:00 pm

Film Screening

BALT Cultural Arts Complex

05:00 pm - 06:00 pm

Blue Carpet Mixer Hosted by Celebrity Guest

6:00 pm – 8:00 pm

Opening Night Film Premier

BALT Cultural Arts Complex

8:00 pm – 9:00 pm

Opening Night Film Premier Q&A

BALT Cultural Arts Complex

## SATURDAY, OCT 29TH

10:00 am – 11:00 am

Film Screening

11:00 am – 12:00 pm

Film Screening

11:00 am – 12:00 pm

Master Class: Writing for Film

12:00 pm – 1:00 pm

Master Class: Directing

1:00 pm – 2:00 pm

Master Class: Branding/Marketing

2:00 pm – 3:00 pm

Talk Back: Rising Star Youth Panel Discussion

3:00 pm – 4:30 pm

Talk Back: Indie & Pro featuring

5:00 pm – 6:30 pm

Talk Back: Women Behind the Lens

6:30 pm – 7:30 pm

Talk Back: Media Moguls Music for Film

7:30 pm – 8:30 pm

Blue Carpet Awards Show

8:30 pm – until

All Black Canvas After Party

## SUNDAY, OCT 30TH

2:00 pm – 4:00 pm

Momager Talk & Brunch

Red Rooster Overtown – 2nd Floor



# THE BUDGET

## FY 2022

OCT 27<sup>TH</sup> TO OCT 30<sup>TH</sup>, 202

## EVENT BUDGET FOR 7TH ANNUAL iGEN FILM FESTIVAL

| VENUE FEES                                                     |                                                           | DESCRIPTION                           | ESTIMATED     | ACTUAL       | BALANCE       |
|----------------------------------------------------------------|-----------------------------------------------------------|---------------------------------------|---------------|--------------|---------------|
| Black Archives Theater                                         |                                                           | Event Location-Community Access Grant | \$15496.80    |              | \$15,496.80   |
| Insurance                                                      |                                                           | Event Insurance                       | \$400.00      |              | \$400.00      |
| <b>TOTAL</b>                                                   |                                                           |                                       |               | <b>\$TBA</b> | <b>\$TBA</b>  |
| <b>EXCLUDED FROM TOTAL BUDGET</b>                              |                                                           |                                       |               |              |               |
| MARKETING                                                      |                                                           |                                       | ESTIMATED     | ACTUAL       | BALANCE       |
| Retractable Banners                                            | (2) @ \$240                                               |                                       | \$480.00      |              | \$480.00      |
| Sponsorship Signage                                            |                                                           |                                       | \$1200.00     |              | \$1200.00     |
| Marketing Collaterals                                          |                                                           |                                       | \$1500.00     |              | \$1500.00     |
| Printing & Graphics                                            |                                                           |                                       | \$900.00      |              | \$900.00      |
| <b>TOTAL</b>                                                   |                                                           |                                       | <b>\$4080</b> |              | <b>\$4080</b> |
| FESTIVAL ITEMS                                                 |                                                           |                                       | ESTIMATED     | ACTUAL       | BALANCE       |
| Videographer & Editing (Youth Interns)                         | Capturing Event/Editing the reels (3) days @ \$250/Intern |                                       | \$750.00      |              | \$750.00      |
| Photographers (3)                                              | \$500 x 3                                                 |                                       | \$1500.00     |              | \$1500.00     |
| Film Props (Event Staging Décor)                               | Film Camera, Clapboard, Film Strip/Marque, etc...         |                                       | \$1000.00     |              | \$1000.00     |
| Acrylic Podium Logo (Design/Layout/Printing)                   | 1                                                         |                                       | \$250.00      |              | \$250.00      |
| Awards/Plaques                                                 | 12x \$68.99                                               |                                       | \$829.00      |              | \$829.00      |
| Blue Carpet Runner                                             | 4ft x 20ft                                                |                                       | \$129.00      |              | \$129.00      |
| 20x20 Step & Repeat                                            | (2) 1@ \$225                                              |                                       | \$450.00      |              | \$450.00      |
| Video Gaming Truck                                             | Reel to Reel Day (Youth Activity)                         |                                       | \$960.00      |              | \$960.00      |
| <b>TOTAL</b>                                                   |                                                           |                                       | <b>\$5868</b> |              | <b>\$5868</b> |
| BRANDED MERCHANDISE                                            |                                                           |                                       |               |              |               |
| iGEN Merchandise (T-shirt's, Keychains, Water Bottles, etc...) | 400                                                       |                                       | \$1000.00     |              | \$1000.00     |
| <b>TOTAL</b>                                                   |                                                           |                                       | <b>\$1000</b> |              | <b>\$1000</b> |
| PRODUCTION                                                     |                                                           |                                       | ESTIMATED     | ACTUAL       | BALANCE       |
| AV & Audio                                                     | Film Screenings Requirements                              |                                       | \$1375.00     |              | \$1375.00     |
| Communications (Walkie Talkies)                                | 10 (1@\$29.90)                                            |                                       | \$299.00      |              | \$299.00      |
| Misc.                                                          | Unforeseen Production Costs                               |                                       | \$500.00      |              | \$500.00      |
| <b>TOTAL</b>                                                   |                                                           |                                       | <b>\$2174</b> |              | <b>\$2174</b> |

| HOSPITALITY                        |                                                                 | ESTIMATED          | ACTUAL | BALANCE            |
|------------------------------------|-----------------------------------------------------------------|--------------------|--------|--------------------|
| Ground Transportation/Car Services | VIP-Youth Ambassadors/Kid Rising Stars/Celebrity Hosts/Speakers | \$1608.00          |        | \$1608.00          |
| Event Transport Car Rental         | 3 Day SUV @\$89.99                                              | \$270.00           |        | \$270.00           |
| <b>TOTAL</b>                       |                                                                 | <b>\$1878</b>      |        | <b>\$1878</b>      |
| <b>TOTAL EXPENSES</b>              |                                                                 | ESTIMATED          | ACTUAL | BALANCE            |
|                                    |                                                                 | <b>\$15,000.00</b> |        | <b>\$15,000.00</b> |

**BUDGET NARRATIVE:**

As outlined above, the cost to put on a festival of this magnitude becomes challenging without generating sales or income. We are committed to the community of the Historic Overtown ensuring that we bring quality events to our target audience. Each year our festival grows exponentially which creates an increase in event fees and production costs. This festival is at no cost to the public!

The iGEN Film Festival will use 100% of the proceeds received from ***Southeast Overtown Park West Community Redevelopment Agency*** (SEOPWCRA) to procure the venue and cover line-item event overhead cost not covered by corporate sponsorship and/or in-kind donations. The funds will allow us to maintain our emphasis on the highest standards of diverse film content in the festival program with relevance to the Overtown communities and the wider audiences of color that we expect to attend.

**Exhibit "C"**

## Insurance Requirements

## I. **INSURANCE REQUIREMENTS FOR GRANTEE**

**A. COMMERCIAL GENERAL LIABILITY (CGL)** with the minimum limits of ***One Million Dollars (\$1,000,000.00)*** for each occurrence, combined single limit for Bodily Injury Liability and Property Damage Liability, with a general aggregate limit of ***Two Million Dollars (\$2,000,000.00)***. **Coverage must be afforded on a primary and non-contributory basis** and with a coverage form no more restrictive than the latest edition of the Comprehensive General Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

**1. Products and/or Completed Operations** for contracts with an Aggregate Limit of ***One Million Dollars (\$1,000,000.00)*** per project.

**2. Personal and Advertising Injury** with an aggregate limit of ***One Million Dollars (\$1,000,000)***.

**3. Additional Endorsements:**

- a. Premises and Operations Liability
- b. Contingent and Contractual Liability

**4. Additional Insureds:** The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

a. City of Miami  
444 SW 2<sup>nd</sup> Avenue  
Miami, Florida 33130  
Attn: Risk Management

b. Southeast Overtown/Park West Community Redevelopment Agency  
819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, Florida 33136

**B. BUSINESS AUTOMOBILE LIABILITY** with the minimum limits of ***Three Hundred Thousand Dollars (\$300,000.00)*** per occurrence combined single limit for Bodily Injury and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability policy, without restrictive endorsements, as filed by the Insurance Services Office, and must include:

**1. Any Auto, Owned Autos, Scheduled Autos, including Hired, Borrowed or Non-Owned Autos**

**2. Additional Insureds:** The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

- a. City of Miami  
444 SW 2<sup>nd</sup> Avenue  
Miami, Florida 33130  
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency  
819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, Florida 33136

**C. WORKER'S COMPENSATION (if applicable)** insurance for the payment of compensation and other benefits in accordance with the Workers' Compensation Law, Chapter 440, Florida Statutes, and all applicable federal laws, for the coverage of occupational injury or disease suffered by Grantee's employees. Additionally, the policy(ies) must include a waiver of subrogation.

**D. EMPLOYER'S LIABILITY** shall be provided in amounts not less than ***One Hundred Thousand Dollars (\$100,000.00)*** per accident for bodily injury caused by an accident; ***One Hundred Thousand Dollars (\$100,000.00)*** for each employee for bodily injury caused by disease; and ***Five Hundred Thousand Dollars (\$500,000.00)*** policy limit for bodily injury caused by disease.

**E. HOST LIQUOR/LIQUOR LIABILITY (if applicable)** insurance with the minimum limit of ***One Million Dollars (\$1,000,000.00)*** per each occurrence and an aggregate limit of ***One Million Dollars (\$1,000,000.00)***. The following must each be included as additional insureds on the policy affording the aforementioned coverage for the amounts specified above, and each must be issued certificates of insurances reflecting such coverage.

- a. City of Miami  
444 SW 2<sup>nd</sup> Avenue  
Miami, Florida 33130  
Attn: Risk Management
- b. Southeast Overtown/Park West Community Redevelopment Agency  
819 NW 2<sup>nd</sup> Avenue, 3<sup>rd</sup> Floor  
Miami, Florida 33136

**F. CONDITIONS.** The above policies shall provide the CRA and the City of Miami with written notice of cancellation or material change from the insurer not less than (30) days prior to any such cancellation or material change. If the initial insurance expires prior to the completion of the Work, renewal copies of policies shall be furnished at least thirty (30) days prior to the date of their expiration. The required Certificates of Insurance referenced above shall name the types of policies provided, refer specifically to this Contract, and state that such insurance is as required by this Contract.

Companies authorized to do business in the State of Florida, with the following qualifications, shall issue all insurance policies required above:

**The company must be rated no less than "A-" as to management, and no less than "Class V" as to Financial Strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent. All policies and /or certificates of insurance are subject to review and verification by Risk Management prior to insurance approval.**

The CRA's Risk Administrator or his/her authorized designee reserves the right to require modifications, increases, or changes in the required insurance requirements, coverage, deductibles or other insurance obligations by providing a thirty (30) day written notice to the Contractor or applicable subcontractor. The Grantee shall comply with such requests unless the insurance coverage is not then readily available in the national market. An additive or deductive change order will be issued to adjust the contract value as necessary. For insurance bonding issues and decisions, the CRA shall act through its Risk Administrator (unless otherwise stated).