

MIAMI BEACH

ECONOMIC DEVELOPMENT



PARKING INCENTIVE PROGRAM APPLICATION

I. PROGRAM OVERVIEW & PURPOSE

The City of Miami Beach (the “City”) is invested in economic resiliency through diversification. New-to-market or existing expanding technology, financial services, hospitality, or health/wellness industries with a physical location within the City may be eligible for the Parking Incentive Program (the “Program”), a financial-based incentive.

For many businesses, parking access is a fundamental aspect of business operations, as it impacts customers, employees, and supply chain logistics. The Program will be piloted for a three (3) year period and accommodate up to five (5) unique businesses.

II. ELIGIBILITY REQUIREMENTS FOR REIMBURSEMENT

Applications will be evaluated on criteria approved by the City Commission as determined by the Administration, including but not limited to:

- New-to-market or existing expanding business with a physical location within the City;
- New-to-market businesses must demonstrate a rental of leased space through an executed lease agreement (or signed Letter of Intent);
- Existing businesses must demonstrate an expansion/increase of leased space through an executed lease agreement (or signed Letter of Intent);
- Business must be in the technology, financial services, hospitality, or health/wellness industries;
- Business must have an executed commercial lease agreement with at least three (3) years remaining (if less than three years remain on the lease, lease must include a renewal option which could extend through the three (3) year Program period; and
- If the business owns the building, in which it operates, the business must show evidence of ownership/site control and a lack of existing parking facilities necessary for employment levels and operations.

* The City Commission, at its discretion, may consider any other criteria at the request and recommendation of the City Manager.

III. REQUIRED DOCUMENTS

TO APPLY:

- Proof of a valid executed lease agreement for business property or Intent to Lease document (valid for at least 3 years) if leasing;
- Proof of a valid ownership deed/document displaying that the property is owned by business if applicable;

TO REQUEST REIMBURSEMENT:

- Documentation that the business has an active and valid City of Miami Beach Business Tax Receipt (BTR);
- Personnel records of eligible employees for the three (3) most recent pay periods, in the form of paystubs or payroll summary report.
- Proof of parking access card purchase
- Registration as a City of Miami Beach Vendor
- Completed W9 Form

* The City Commission, at its discretion, may consider any other criteria at the request and recommendation of the City Manager.

IV. INCENTIVE AWARD

Eligible businesses will be provided a reimbursement-based financial incentive for the dollar value associated with the cost of up to twenty (20) parking access cards, at current City rates. The current City FY2024 rate per access card per month is \$128. The business must provide proof of parking access card purchase from the City and/or private operators for reimbursement.

For example, the pilot Parking Incentive Program subsidy would be reduced, over a three (3) year period, as follows:

- Year 1 (12-month period): 100% subsidy at current parking rates = \$30,720
(Up to 20 cards x \$128 fee x 12 months = \$30,720)
- Year 2 (12-month period): 75% subsidy at current parking rates* = \$23,040
- Year 3 (12-month period): 50% subsidy at current parking rates* = \$15,360

*Each participating business could receive a maximum incentive of approximately \$69,120 over the course of three (3) years subject to projected Consumer Price Index (CPI) annual increase, and budget appropriation.

Incentive Amount:

- Value of up to twenty (20) parking access cards over a 12-month period contingent on the business providing records proving that its Miami Beach location provides employment to at least twenty (20) employees. Incentive amount will be based on number of current employees (up to twenty (20)).
- Payments are based on actual parking expenses whether through the purchase of City (Public) or Private parking spaces.
- Reimbursable expenses must be paid by the business entity.

V. APPLICATION PROCESS

- Incentive applications and awards will be evaluated and approved on a first-come, first qualified, first-approved basis.
- Applications will be received and evaluated by the Administration, via the Economic Development Department.
- Upon evaluation by the Administration, applicants will be informed of eligibility status.
- Within thirty (30) days of receipt of a complete application, the Administration will schedule an application presentation/recommendation to the City Commission
- The Administration will notify the selected applicant when the applicant is scheduled for consideration at any public meeting
- Upon approval by the City Commission, the applicant will be provided a City of Miami Beach Parking Incentive Program agreement (the "Agreement").

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VI. APPLICATION INSTRUCTIONS

- Carefully review Program guidelines, application, and related materials.
- Prior to applying, please contact the City's Economic Development Department to discuss your application, business needs, and whether your business furthers the Program objectives.
- City of Miami Beach Economic Development Department
- Subject: Parking Incentive Program
- Email: mbbiz@miamibeachfl.gov Phone: 305-673-7572
 - Submit your online application at mbbiz.gosmart.org.
 - Consideration for participation in the Program will not commence until an Applicant submits a complete application. **Any prior communication with City staff related to the submission of an application does not constitute application submittal or consideration.**
 - The Application must be signed by an executive officer or owner of the named entity serving as Applicant.

VII. REIMBURSEMENT PROCESS

After parking expenses are paid by the business entity whether through the purchase of City (Public) or Private parking spaces, the grant recipient must provide the following to the City for review, prior to reimbursement of expenses:

- Copies of receipts and/or paid invoices
- Proof of payment (copy of checks or bank statements)

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IX. COMPANY & PROJECT PROFILE

- 1. Location Status: New to Market Business (Relocation)
 Existing Business (Expansion)

- 2. Property Status/Prospective Status: Own Lease Sublease

- 3. Lease term/Proposed Lease Term (if leased):

of months: _____ Renewal Option: Yes No

- 4. Please indicate the purpose for requesting the incentive and explain how the incentive has or will factor into the Applicant’s decision to relocate or expand in the City of Miami Beach.

- 5. Has the company been considering relocation or expansion to communities other than the City of Miami Beach? If so, which communities:

X. OTHER INCENTIVE PROGRAMS THE APPLICANT IS OR ANTICIPATES APPLYING FOR (CHECK ALL THAT APPLY):

- City of Miami Beach Expedited Plan Review and Permitting Program

- City of Miami Beach Job Creation Incentive Program

- Commercial Lease Subsidy

- Other:

XI. CONFLICT OF INTEREST AND ACKNOWLEDGEMENTS:

Applicant agrees to adhere to and be governed by all applicable State, County and City conflict of interest laws including, without limitation, State of Florida Code of Ethics for Public Officers and Employees, as set forth in Chapter 112, Florida Statutes, as may be amended from time to time; Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, as set forth in Section 2-11.1 of the Miami-Dade County Code, as may be amended from time to time; and by Section 2-446 et seq. of the City of Miami Beach Code of Ordinances regarding voting and conflicts and disclosures of financial interests, as may be amended from time to time; all of which are incorporated herein by reference as if fully set forth herein; and further acknowledges the following:

1. No officer, director, employee, agent, or other consultant of the City or a member of the immediate family or household of the aforesaid has directly or indirectly received or been promised any form of benefit, payment or compensation, whether tangible or intangible, in connection with the approval of this Program;
2. There are no undisclosed persons or entities interested with the Participant in this Agreement. This Agreement is entered into by Participant without any connection with any other entity or person making a request for funding in the same Program, and without collusion, fraud or conflict of interest. No elected or appointed officer or official, director, employee, agent or other consultant of the City, or of the State of Florida (included elected and appointed members of the legislative and executive branches of government), or a member of the immediate family or household of any of the aforesaid:
 - a. is interested on behalf of or through the Applicant directly or indirectly in any manner whatsoever in the execution or the performance of this Agreement, or in the services, supplies or work, to which the Agreement relates or in any portion of the revenues; or
 - b. is an employee, agent, advisor, or consultant to the Applicant or to the best of the Applicant's knowledge any subcontractor or supplier to the Applicant.
3. Subject to the exceptions and provisions of (c)(2) through (c)(6) of Section 2-11.1 of the Miami-Dade County Code, Commissioners, autonomous personnel, quasi-judicial personnel, advisory personnel, department personnel, employees or member of his or her immediate family (all as defined in Section 2-11.1(b) of the Miami-Dade County Code) of the City are prohibited from entering into any contract or transacting any business in which he or she or a member of his or her immediate family has a financial interest, direct or indirect, with the City or any person or agency acting for the City, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable.
4. Subject to the exceptions and provisions of (c)(2) through (c)(6) of Section 2-11.1 of the Miami-Dade County Code, City Commissioners, autonomous personnel, quasi-judicial personnel, advisory personnel, department personnel, employees or a member of the immediate family of the aforesaid is prohibited from entering into any contract or transacting any business through a firm, corporation, partnership or business entity in which the aforesaid or any member of his or her immediate family has a controlling financial interest (as defined in Section 2-11.1(b) of the Miami-Dade County Code), direct or indirect, with the City or any person or agency acting for the City, and any such contract, agreement or business engagement entered in violation of this subsection shall render the transaction voidable.
5. Pursuant to Section 2-446 of the City's Code of Ordinances, it is the policy of the City Commission that no officer or employee of the City, or any of its agencies or subdivisions, and no member of the City Commission, shall have any interest, financial or otherwise, direct or

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indirect, or engage in any business transaction, or professional activity, or incur any obligation of any nature that is in substantial conflict with the proper discharge of his/her duties in the public interest.

6. The provisions of this Article XI are supplemental to, not in lieu of, all applicable laws with respect to conflict of interest. In the event there is a difference between the standards applicable under This Article and those provided by statute, the stricter standard shall apply.
7. In the event Applicant has no prior knowledge of a conflict of interest as set forth above and acquires information which may indicate that there may be an actual or apparent violation of any of the above, Applicant shall promptly bring such information to the attention of the City's representative. Applicant shall thereafter cooperate with the City's review and investigation of such information, and comply with the instructions Applicant receives from the City's representative in regard to remedying the situation.

The Applicant acknowledges that adherence to the Application and Program Guidelines, as incorporated in the Agreement is a requirement for receipt of the incentive. Failure to comply with Program Guidelines may result in the loss of eligibility for receipt of the incentive. Please initial below in acknowledgement of the following.

_____ That the Participant holds a valid and active registration with the State of Florida Division of Corporations (www.sunbiz.org).

_____ That the City of Miami Beach may review and verify the personnel records of the Participant and/or perform onsite visits to verify employment relating to the eligible employees wages paid, and determine whether the Participant is in compliance with the terms of the application, program Guidelines and Agreement.

_____ That compliance with the terms and conditions of the Agreement is a conditional requirement for the receipt of any Parking Incentive Program award in a fiscal year and that the Participants' failure to comply with the terms and conditions of the approved Application/Agreement results in the loss of eligibility for receipt of Program awards and the revocation by the City Commission of the Participant's certification as a City of Miami Beach eligible business.

_____ That the Participant will maintain personnel records related to jobs, wages, and taxes paid which are the subject of this application as part of each annual award claim submission. The Participant will retain such personnel records for a period of three (3) years after payment of the last cash incentive award.

_____ That the disbursements to the Participant will only be made after it has met all commitments as set forth in the Agreement.

_____ That the Applicant agrees to adhere to and be governed by all applicable State, County and City conflict of interest laws including, without limitation, Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, as set forth in Section 2-11.1 of the Miami-Dade County Code, as may be amended from time to time; and by the City of Miami Beach Charter and Code, as may be amended from time to time.

_____ That in the event any incentive payments are determined to be ineligible under the terms of the Agreement, whether as a result of fraud, misrepresentation, or negligence of Participant, Participant shall be required to repay to the City all or a portion of the Incentive payments received by Applicant.

_____ That the Agreement will contain the following provisions typically contained in the City's agreements including, without limitation, audit, Public Records Law, No Discrimination, Indemnification, and default.

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XII. APPLICATION AUTHORIZATION

A signature is required for submission of an application. The Applicant must have legal signing authority to bind the company to contract, i.e. executive officers and owners. The Applicant is duly authorized to execute this document on behalf of the company and its legal owner, as applicable. Through application to the program, the Applicant provides consent to the City to verify the company’s business licensure, lease or property ownership status, and verify personnel records.

The Applicant acknowledges that adherence to the application and Program guidelines is a requirement for receipt of the incentive. Failure to comply with Program guidelines may result in the loss of eligibility for receipt of the incentive.

Name: _____

Title: _____

Address: _____

Email: _____

Phone: _____

Signature: _____

Internal City Use Only – Economic Development Department

Date Received: _____

Approval Signature: _____

Printed Name: _____

Targeted FERC Meeting Date: _____

Targeted Commission Meeting Date: _____