

CITY OF NORTH MIAMI
SMART BIZ E-COMMERCE MICROBUSINESS
GRANT PROGRAM AGREEMENT

THIS AGREEMENT is entered into this day of August 23, 2024, by and among the **City of North Miami** ("City"), a Florida municipal corporation, having its principal office at 776 N.E. 125th Street, North Miami, Florida 33161 and **Lumana Physical Therapy and Wellness Center, Corp.** ("Grantee") a Florida corporation having its principal business address at 810 NE 125th Street, North Miami, FL 33161, and **PIXXELS INC. d/b/a Digital Pixxels** ("Contractor"), a Florida corporation having its principal business address at 1125 NE 125th St, Suite 101, North Miami, FL 33161 collectively referred to as "Parties".

RECITALS

1. The City's Smart Biz E-Commerce Microbusiness Program provides grants to help small businesses expand their market reach by investing in greater computer hardware and software applications.

2. Businesses eligible for participation in the Program must, among other things, be located in a commercial space within the City of North Miami, not have any liens against the property, been in business prior to March 2020, have ten (10) employees or less, and not be part of any national franchise or chain.

3. The Program will provide a grant up to a maximum of Five Thousand and 00/100 dollars (\$5000.00) per business.

4. The Grantee is the business owner who has applied to the city for a Smart Biz E-Commerce Microbusiness Program Grant.

5. The City has approved an award to Grantee from the Smart Biz E-Commerce Microbusiness Grant Program to the amount of **Two Thousand Five Hundred Dollars (\$2500.00)** to be used in accordance with the terms and conditions of this Agreement and the Grant Program Guidelines attached hereto as Exhibit "A".

6. The Grantee desires to accept the Grant subject to the terms, conditions and restrictions set forth in this Agreement.

NOW, THEREFORE, in consideration of the Grant and the mutual covenants and conditions set forth herein, and other good and valuable consideration, the receipt and sufficiency of which is acknowledged, the parties hereto do hereby agree as follows:

Section 1. Recitals; Program Guidelines. The Recitals set forth above are true and correct and are incorporated in this Agreement by reference. The terms and provisions of the Program Guidelines are incorporated into this Agreement by reference and the Grantee agrees to abide by such terms and provisions. In the event of any conflict between the Program Guidelines and this Agreement, the terms and provisions of this Agreement will control with the understanding that any terms in the Program Guidelines that are not addressed in this Agreement shall nevertheless be applicable.

Section 2. Contract Documents. The Specifications & Proposal (“Contract Documents”) related to the Project, attached as Exhibit “B”, represent the scope of services and responsibilities of the Parties under the Project, and the Parties agree to abide by and comply with their respective roles and responsibilities. The City has the sole responsibility and obligation of interpreting the intent and purpose of the Program and Contract Documents.

Section 3. Amount Payable. Subject to available funds, the maximum amount payable under this Agreement shall not exceed the Grant amount awarded. Payment to the Contractor for the Project shall be made as described in Exhibit “C”. After payment is made to the Contractor by the City, the City shall be automatically discharged from any and all obligations, liabilities and commitments to the Owner, Contractor or any third person or entity.

3.1 The Grantee acknowledges and agrees that should Program funding be reduced or unavailable, the amount payable under this Agreement may be reduced by the City. Availability of Grant funds shall be determined by the City, in its sole discretion. The Grantee waives any and all claims against the city for any reduction or unavailability of funding. The Grantee will not look to, nor seek to hold liable, the City, its officers, employees, or agents for the performance or non-performance of this Agreement and agrees to hold the City harmless and release the City from any and all claims and liability under this Agreement, whether as a direct or indirect consequence of any funding reduction or unavailability.

3.2 If the Owner terminates or cancels the services of the Contractor, and the Contractor is not in default of this Agreement, the Contractor shall be compensated for labor and material expenses incurred up to the date of cancellation, plus normal profit and overhead, the total sum of which shall not exceed twenty percent (20%) of the labor and materials’ cost. As a condition of payment, Contractor shall submit verifiable written documentation of labor and materials expenses to the City. The Contractor shall be compensated from the funds provided to this Project.

Section 4. Relationship of the Parties. The parties agree that this Agreement recognizes the autonomy of and does not imply any affiliation between the contracting parties. It is expressly understood and intended that the Grantee, its agents and employees, are not agents or employees of the city, but are only recipients of funding support, and is not an agent or instrumentality of the city or entitled to any employment benefits by the City.

Section 5. Assignment. This Agreement and participation in the Program are not transferable to new business owners or lessees. New business owners must re-apply to participate in the Program and are subject to the “Past Program Participation” restrictions set forth in the Program Guidelines. The Grantee and Contractor shall not sublease, transfer or assign any interest in this Agreement.

Section 6. Records, Reports, Audits, Monitoring and Review.

6.1 The Grantee and Contractor shall maintain complete and accurate books, records and accounts of all costs and expenses incurred in connection with the Grant. Upon the request of the City, all such books and records of the Grantee which relate to the Grant shall be available for

inspection and audit by the City or any of its authorized representatives at all reasonable times during normal business hours. The City shall be entitled to make such copies of the books and records as the City deems appropriate.

6.2 The Grantee and Contractor's books and records shall be maintained or caused to be maintained in accordance with generally accepted accounting principles in a consistent manner, together with the pertinent documentation and data to provide reasonable audit trails for a period of six (6) years following the Funding Termination Date. The foregoing obligation shall expressly survive the expiration or earlier termination of this Agreement.

Section 7. Breach of Agreement; Remedies.

7.1 Breach. A breach by the Grantee under this Agreement shall have occurred if: (a) the Grantee ineffectively or improperly uses the Grant allocated under this Agreement; (b) the Grantee fails to submit documentation as required by this Agreement or submits incorrect or incomplete proof of expenditures in accordance with the Program Guidelines; (c) the Grantee refuses to allow the City access to records or refuses to allow the City to monitor, evaluate and review the Grantee's use of grant funds; (d) a transfer or assignment occurs within three (3) years following completion of the Project as set forth in Section 9 above, (e) the Grantee discriminates in violation of any Federal, State or local law; (f) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation or material misstatement.

7.2 Remedies. Immediately upon the breach of this Agreement by Grantee as set forth in Section 10.1 above, in addition to all rights and remedies available at law or in equity, the City may terminate this Agreement by giving written notice to the Grantee of such termination and by specifying the termination date at least five (5) days before the effective date of termination. In the event of termination, the City may also (a) seek reimbursement of the Grant, or any portion thereof paid to the Grantee under this Agreement; or (b) terminate or cancel any other agreements entered into between the City and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination including, but not limited to, attorneys' fees and costs at both the trial and appellate levels and also incurred in enforcing this attorneys' fees provision.

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

Section 8. Indemnification by Grantee. The Grantee and Contractor hereby covenants and agrees to indemnify and hold harmless the City and its officers, employees, agents, and instrumentalities from and against all liability, losses or damages, including attorneys' fees and costs, at both the trial and appellate levels, which the City may suffer as a result of claims, demands, suits, causes of actions or proceeding of any kind or nature arise out of, relating to or resulting from the performance or non-performance of this Agreement by the Grantee/Contractor or its employees,

agents, servants, partners, principals or subcontractors. The Grantee and Contractor shall pay all claims and losses and shall investigate and defend (with legal counsel acceptable to City) all claims, suits or actions of any kind or nature in the name of the City, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees and costs which may issue. The Grantee and Contractor expressly understand and agrees that any insurance required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the City. Nothing contained in this Agreement shall be construed to affect the City's right of sovereign immunity as provided in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Section 9. Notices. Whenever any party desires to give notice unto any other party, it must be given by written notice, sent by certified United States mail, with return receipt requested, or by nationally recognized overnight delivery service, addressed to the party for whom it is intended and the remaining party, at the places last specified, and the places for giving of notice shall remain such until they shall have been changed by written notice in compliance with the provisions of this section. Notice may also be sent by electronic means (facsimile or email) provided such is followed by a hard copy of such notice provided in the manner set forth above. Notice is deemed given when received. For the present, Grantee and the City designate the following as the respective places for giving such notice:

City:	City of North Miami 776 N.E. 125 th Street North Miami, FL 33161 Attn: City Manager
Copy to:	City of North Miami 776 N.E. 125 th Street North Miami, FL 33161 Attn: City Attorney
Grantee:	Lumana Physical Therapy & Wellness Center, Corp. c/o Dr. Lumana Joseph 810 N.E. 125 th Street North Miami, FL 33161
Contractor:	PIXXELS INC. d/b/a Digital Pixxels c/o Marie-Alix Lloyd, Registered Agent 2775 N.E. 187 Street, Suite # 715 Aventura, FL 33180

Section 10. Limitation of Liability. The City desires to enter into this Agreement only if in so doing the City can place a limit on its liability for any cause of action for money damages arising out of this Agreement, so that its liability never exceeds the sum of \$100.00. Grantee expresses its willingness to enter into this Agreement with recovery from the city for any action or claim arising from this Agreement to be limited to the sum of \$100.00. Accordingly, and notwithstanding any other

term or condition of this Agreement, Grantee agrees that City shall not be liable to Grantee for damages or for any action or claim arising out of this Agreement in an amount in excess of the sum of \$100.00. Nothing contained in this paragraph or elsewhere in this Agreement is in any way intended to be a waiver of the limitation placed upon City's liability as set forth in Chapter 768, Florida Statutes. Additionally, the City does not waive sovereign immunity, and no claim or award against the City shall include attorney's fees, investigative costs or pre-judgment interest.

Section 11. Miscellaneous.

11.1 Publicity. It is understood and agreed between the Parties that this Grantee is receiving funds by the City. Further, by the acceptance of these funds, the Grantee agrees that activities funded by this Agreement shall recognize the City as a funding source. The Grantee shall ensure that any publicity, public relations, advertisements and signs recognize the City for the support of all contracted activities. Grantee shall permit, or cause the landlord to permit, as applicable, a sign to be placed upon the Property by the City relative to this Agreement.

11.2 Compliance with Laws. The Grantee agrees to comply with all applicable federal, state, county and city laws, rules and regulations.

11.3 Modifications. Any amendments, variations, modifications, extensions or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid if in writing, duly approved by the City and signed by both parties.

11.4 Binding Authority. Each person signing this Agreement on behalf of either party individually warrants that he or she has full legal power to execute this Agreement on behalf of the party for whom he or she is signing, and to bind and obligate such party with respect to all provisions contained in this Agreement.

11.5 Headings. Headings herein are for convenience of reference only and shall not be considered on any interpretation of this Agreement.

11.6 Exhibits. Each Exhibit referred to in this Agreement should be treated as part of this Agreement and are incorporated herein by reference.

11.7 Extent of Agreement. This Agreement represents the entire and integrated agreement between the City and the Grantee and supersedes all prior negotiations, representations or agreements, either written or oral.

11.8 Third Party Beneficiaries. Neither of the parties intend to directly or substantially benefit any third party by this Agreement. Therefore, the Parties agree that there are no third-party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against either of them based upon this Agreement.

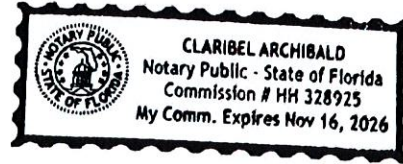
11.9 Construction. Both parties have substantially contributed to the drafting and negotiation of this Agreement and this Agreement shall not, solely as a matter of judicial construction, be construed more severely against one of the Parties than the other.

IWO #20-208 (JLW)

CONTRACTOR:

By: _____

STANLEY W. LLOYD
Type or Print Name



STATE OF FLORIDA)

SS:

COUNTY OF MIAMI-DADE)

The foregoing was acknowledged before me this 22nd day of July 2020, by Stanley W. Lloyd, who (check one) ☐ are personally known to me or ☒ have produced a Florida driver's license as identification.

My Commission Expires: _____

Nov 16 2026

Notary Public

Print Name: _____

Claribel Archibald

CITY:

CITY OF NORTH MIAMI,
a Florida Municipal Corporation

By: _____

Interim City Manager

Attest:

By: _____

City Clerk

Approved as to form and legal sufficiency:

By: _____

City Attorney

IWO #20-208 (JLW)

Exhibit A
Program Guidelines

Program Guidelines

General Information

Completed by pt@lumanatherapy.com on 3/8/2024 4:22 PM

Case Id: 15236

Name: Lumana Physical Therapy & Wellness Center -

Address: 810 NE 125 Street, North Miami, FL 33161

General Information

Please provide the following information.

Program Limits & Requirements

Funding Limit:: The City has allocated \$143,000 to relaunch the Smart Biz E-Commerce Micro Business Grant. Subsequently, businesses can be awarded up to a max amount of \$5,000, depending upon the qualifying tier. The program tiers are:

- I. Smart Biz E-Commerce
 - o Maximum Award Amount is up to \$2,500
 - o Active North Miami Business prior to March 2020
- II. Smart Biz E-Commerce Advance
 - o Maximum Award Amount is up to \$3,750
 - o Active North Miami Business at minimum 5 years
- III. Smart Biz E-Commerce Advance+
 - o Maximum Award Amount is up to \$5,000
 - o Active North Miami Business at minimum 7 years

Requirements & Scope: Participants must be a small business operating within the City of North Miami. Applicants of the Smart Biz Micro Grant Program shall comply with those provisions of the City's local adopted codes possessing a CU and BTR. For the purposes of this Community Development Block Grant (CDBG), small businesses will be identified through the criteria established by Miami Dade County:

- Must be within the City of North Miami geographical boundary
- Applicable City of North Miami/County/State licenses must be up to date.
- Owner/ Operator or Applicant shall have no outstanding liens, violations, pending litigation with the City of North Miami or the North Miami Community Redevelopment Agency (NMCRA) or any unpaid real and/or tangible personal property taxes.
- Applications must be completed in full, signed and submitted to be considered
- No more than one application submitted by the same business, business owner, family member, or partners will be considered.
- Businesses previously awarded a CDBG-CV grant may apply and qualify for an amount not to exceed the difference of the previous award amount and qualified tier.
- Cannot have more than ten (10) employees
- Must not be part of a national chain or franchise
- Cannot be a home based or mobile business
- Can be non-profit or for-profit and must have been in business within North Miami prior to March 2020 (proof may include lease agreement, proof of incorporation, sales tax, income tax, or utility bill, Certificate of Use (CU) and Business Tax Receipt (BTR))
- Orders must be made through approved information technology vendors
- Must provide business's Unique Entity ID (UEI). This 12-character alphanumeric value provided by the System for Award Management (www.sam.gov) is required to apply for this grant and complete this application. To

register your business and obtain a UEI, please [register here](#).

Exhibit B

Proposal
Departmental



April 11, 2024

Dear Business Owner:

Congratulations! On behalf of the City of North Miami's Economic Development Department, it is my pleasure to inform you that the Smart Biz E-Commerce Micro Business grant application submitted for **Lumana Physical Therapy & Wellness Center, Corp.** located at **810 NE 125th Street, North Miami, FL, 33161** has been approved. With your ongoing commitment to operate your business within North Miami, the program your business qualifies for is the **Smart Biz E-commerce Advance+** with a maximum award amount of up to \$5,000.

Please take into consideration that the business was previously awarded a CDBG-CV grant(s) in the amount of \$2,500 and therefore the maximum amount to be awarded through this grant program will be up to **\$2,500**.

The next steps in this process are:

- **A city approved vendor will assess your technology support needs and provide a cost estimate to the city not to exceed your approved award amount.**
- **Signing of the Duplication of Benefits Agreement by recipient.**
- **Execution of Grant Agreement.**
- **Notice to Proceed.**

Should you have any questions, please feel free to contact our office at 305-893-6511 ext. 19052 or via email at economicdev@northmiamifl.gov.

Sincerely,

John R. Lorfils, MBA, FRA-RA, CP3P
Economic Development & Strategic Initiatives Director
Economic Development Department



dba digitalPIXELS

Proposal Departmental

INVOICE

Office: 305-363-5633

www.digitalpixels.com

Invoice #: dP-2406-SBE1-LUMA
Invoice Date: 6/13/2024

Smart Biz e-commerce Grantee #1

Lumana Physical Therapy & Wellness Center
Dr. Lumana Joseph
810 NE 125th Street, North Miami, FL 33161
(305) 450-2736
ljoseph@lumanatherapy.com

Bill To: City of North Miami
Attention: Mr. John Lorfils / Ms. Lorna Louis-Pierre
Address: 776 NE 125 Street 4th FL North Miami, Florida 33161
Phone: 305-893-6511, ext. 19052
Email: jlorfils@northmiamifl.gov; llouis-pierre@northmiamifl.gov

ITEM#	DESCRIPTION	Unit Price	# of Units	Total Cost
<u>LIST OF ITEMS</u>				
1	Tablet - Qty 1 FUNYET 2-in-1 Laptop Tablet 14 Inch Touchscreen Laptop Intel 12th Gen N100 Processor 16GB DDR5 RAM 512GB SSD 1920 x 1200 Wi-Fi 6 BT5.2 Backlit Keyboard Windows 11 Pro	\$ 599.00	1	\$ 599.00
1.1	7% Sales Tax			\$ 41.93
2	Website Refresh www.lumanatherapy.com Includes: New Modern Layout Designs built on WordPress Updated Core Software and Plugins Improve Shopping Carts Add Products Attributes and Detailed Descriptions Migrate Appointment Booking Interface Migrate ADA Compliance to new website Migrate Existing Host and SSL security services Transfer of all existing content with Client's opportunity to update web copy and images Does NOT include: Third Party API Integration Advanced Programming Drop/Fulfillment shipping (Requires API integrations and Agreement with the fulfillment - Needs seperate agreement)			\$ 1,859.07
SubTotal				\$ 2,500.00
Past Due				\$ -
				\$ -
Sales Tax (0%)				\$ -
Total				\$ 2,500.00

Methods of Payment:
Bank Deposit (ACH JP Morgan / CHASE: Account Name PIXXELS, INC. - Account# 82 339 1856 - Routing# 267-084-131
Check: Made Payable to: PIXXELS, INC.

Exhibit C
Payment Terms

**dba digitalPIXELS**

1125, NE 125th St Suite 101
North Miami, FL 33161
Office: 305-363-5633
Cell: 786-281-7717
E: swl@digitalpixxels.com
www.digitalpixxels.com

Payment Terms**INVOICE (1)**

Invoice #: 2406-SBE1-LUMA1
Invoice Date: 6/13/2024
revised invoice date: 7/5/2024

Bill To: City of North Miami
Attention: Mr. John Lorfilis / Ms. Lorna Louis-Pierre
Address: 776 NE 125 Street 4th FL North Miami, Florida 33161
Phone: 305-893-6511, ext. 19052
Email: jlafilis@northmiamifl.gov; llouis-pierre@northmiamifl.gov

Smart Biz e-commerce Grantee #1
Lumana Physical Therapy & Wellness Center
Dr. Lumana Joseph
810 NE 125th Street, North Miami, FL 33161
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1	Tablet - Qty 1 FUNYET 2-in-1 Laptop Tablet 14 Inch Touchscreen Laptop Intel 12th Gen N100 Processor 16GB DDR5 RAM 512GB SSD 1920 x 1200 Wi-Fi 6 BT5.2 Backlit Keyboard Windows 11 Pro	\$ 599.00	1	\$ 599.00
1.1	7% Sales Tax			\$ 41.93
2	Website Refresh www.lumanatherapy.com Includes: New Modern Layout Designs built on WordPress Updated Core Software and Plugins Improve Shopping Carts Add Products Attributes and Detailed Descriptions Migrate Appointment Booking Interface Migrate ADA Compliance to new website Migrate Existing Host and SSL security services Transfer of all existing content with Client's opportunity to update web copy and images Does NOT include: Third Party API Integration Advanced Programming Drop/Fulfillment shipping (Requires API integrations and Agreement with the fulfillment - Needs separate agreement)			\$ 1,859.07
Grand Total				\$ 2,500.00
<u>Payment Schedule</u>				
	1st Payment - to start Project*			\$ 1,250.00
	2nd Payment - upon completion			
	Total (1)			\$ 1,250.00
		SubTotal		\$ 1,250.00
				\$ -
				\$ -
		Sales Tax (0%)		\$ -
		Total Invoice(1)		\$ 1,250.00

*Includes: 50% of Hardware, Software & Website Development services

Disclaimer:

Quoted prices are subject to change at time of actual purchase due to distributors and manufacturers' price fluctuations and shipping fees



PIXXELS, INC.
dba digitalPIXXELS
1125, NE 125th St Suite 101
North Miami, FL 33161
Office: 305-363-5633
Cell: 786-281-7717
E: swl@digitalpixxels.com
www.digitalpixxels.com

Payment Terms

INVOICE (2)

Invoice #: 2406-SBE1-LUMA2
Invoice Date: 6/13/2024
revised invoice date: 7/5/2024

Bill To: City of North Miami
Attention: Mr. John Lorfilis / Ms. Lorna Louis-Pierre
Address: 776 NE 125 Street 4th FL North Miami, Florida 33161
Phone: 305-893-6511, ext. 19052
Email: jlafilis@northmiamifl.gov; llouis-pierre@northmiamifl.gov

Smart Biz e-commerce Grantee #1

Lumana Physical Therapy & Wellness Center
Dr. Lumana Joseph
810 NE 125th Street, North Miami, FL 33161
(305) 450-2736
ljoseph@lumanatherapy.com

ITEM#	DESCRIPTION	Unit Price	# of Units	Total Cost
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Grand Total				\$ 2,500.00
<u>Payment Schedule</u>				
1st Payment - to start Project*				
2nd Payment - upon completion				\$ 1,250.00
Total (2)				\$ 1,250.00
*Includes: 50% of Hardware, Software & Website Development services				
SubTotal				\$ 1,250.00
				\$ -
				\$ -
Sales Tax (0%)				\$ -
Total Invoice(2)				\$ 1,250.00

Disclaimer:

Quoted prices are subject to change at time of actual purchase due to distributors and manufacturers' price fluctuations and shipping fees