

## Sanchez, Rodzandra (COE)

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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Monday, October 30, 2017 3:51 PM  
**To:** Sanchez, Rodzandra (COE)  
**Subject:** FW: 8 Oliver Gilbert, Mayor, City of Miami Gardens (Contracting with City (2-11.1(c), (d), Voting Conflicts (2-11.1(d), Prohibited Financial Interests, 2-11.1(n) INQ 17-248

INQ 17-248 Gilbert

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**From:** Diaz-Greco, Gilma M. (COE)  
**Sent:** Monday, October 30, 2017 3:37 PM  
**To:** Sanchez, Rodzandra (COE) <Rodzandra.Sanchez@miamidade.gov>  
**Subject:** 8 Oliver Gilbert, Mayor, City of Miami Gardens (Contracting with City (2-11.1(c), (d), Voting Conflicts (2-11.1(d), Prohibited Financial Interests, 2-11.1(n) INQ 17-24

INQ 17-24 Gilbert

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**From:** Centorino, Joseph (COE)  
**Sent:** Monday, October 30, 2017 3:08 PM  
**To:** 'olivergilbert@olivergilbert.com' <[olivergilbert@olivergilbert.com](mailto:olivergilbert@olivergilbert.com)>  
**Cc:** Turay, Radia (COE) <[Radia.Turay@miamidade.gov](mailto:Radia.Turay@miamidade.gov)>; Perez, Martha D. (COE) <[Martha.Perez2@miamidade.gov](mailto:Martha.Perez2@miamidade.gov)>; Diaz-Greco, Gilma M. (COE) <[Gilma.Diaz-Greco@miamidade.gov](mailto:Gilma.Diaz-Greco@miamidade.gov)>; 'Sdickens@miamigardens-fl.gov' <[Sdickens@miamigardens-fl.gov](mailto:Sdickens@miamigardens-fl.gov)>  
**Subject:** INQ 17-248 Oliver Gilbert, Mayor, City of Miami Gardens (Contracting with City (2-11.1(c), (d), Voting Conflicts (2-11.1(d), Prohibited Financial Interests, 2-11.1(n)

Mayor Gilbert:

This is in response to your request that we provide you with an ethics opinion that would guide you in regard to any upcoming votes or other issues that may concern an existing agreement between the City of Miami Gardens and EcoTech Visions, Inc. (ETV), a for-profit company that is owned by your wife, Dr. Pandwe Gibson, who is its founder and President. You have explained that the contract between the City and ETV was entered into during October, 2015, prior to the existence of your relationship with your wife. You have indicated that the project, involving the leasing of a City-owned building to ETV to be used by ETV for the provision of various educational and training in connection with green technology, as well as an incubator for new company development, and to house a co-work space for small businesses and entrepreneurs in the City of Miami Gardens, is one that you advocated for and actively supported as providing a benefit to the City and its residents for job training and economic development. Your recent marriage to Dr. Gibson has placed you in a position where you need guidance to avoid possible conflicts of interest.

In addition to your email, I have reviewed the "Use, Occupancy and Service Agreement" between the City and ETV, as well as Dr. Gibson's resume, both provided by you. The agreement, which leases the property for One Dollar (\$1.00) per year to ETV jointly with Digital Grass, LLC, which is to manage and operate the "accelerator" program for the businesses involved, for an initial term of five (5) years, with a renewal option for four(4) additional terms of five(5) years each. Included among the benefits for the residents of the City of Miami Gardens are provisions for significant discounts to residents for membership fees, conferences, seminars and symposiums, and for the donation of ten percent (10%) of all membership fees to the City of Miami Gardens to be applied to technological, programming, and outreach efforts as designated through the Office of the Mayor, free adult technology classes, attendance preference for all events on the premises, and early enrollment, review and application to the incubator and accelerator programs.

The initial question presented is whether this situation falls within the prohibitions in Sections 2-11.1(c)(1) and 2-11.1(d) of the County Ethics Code restricting elected officials in local governments and their immediate family members from contracting or transacting business with their respective governments, either individually or through an entity in which the official or immediate family member (including spouses) has a controlling financial interest. Wilful violation of this provision can be considered misfeasance in office and effect forfeiture of one's public office or position. Although I have been unable to find a prior opinion issued by this agency that is exactly on point, I have been informed by the former Executive Director of this agency that these provisions have been interpreted in the past to apply to prospective contracts or prospective business transactions, rather than to pre-existing contracts or past business transactions(i.e., prior to the holding of office, or, in this instance, prior to the commencement of the immediate family relationship). This makes some practical sense insofar as the application of this provision to a conflict occurring after the award of a contract could deprive the public agency of an advantageous contract and might unduly harm the interests of a business owner who entered into the contract in good faith and without any improper intent or use of undue influence. Enforcement of such a provision could also raise a constitutional issue under Article I, Section 10, of the U.S. Constitution regarding passage of a law impairing the Obligation of Contracts.

In view of these considerations and the fact that there is no outright prohibition to ETV's continuation of an existing contract, it is my opinion that the contract between ETV and the City of Miami Gardens may continue during its existing term provided that you adhere to the provisions under other sections of the Ethics Code that would prohibit you from using your office in any way to benefit your wife's business.

The restrictions on your involvement with the existing contract as you go forward in your mayoral term would prevent you from voting on or otherwise participating in any issue or matter regarding ETV and its existing lease agreement with the City. This includes any renewal or modification of the existing contract, as well as any matter coming before the City Council that affects the contract. To vote or otherwise participate on any such measure could violate Section 2-11.1(d) of the Code due to the fact that it might result in direct or indirect profit or enhancement to you. Additionally, Section 2-11.1(n) of the Code prohibits you from participating in any official action, directly or indirectly, that would affect a business in which you or an immediate family member has a financial interest, which would prohibit your from taking any action that would affect ETV. Failure to abide by these restrictions could also constitute Exploitation of Official Position under Section 2-11.1(g) of the Code.

It is recommended that you refrain from discussing or becoming involved with any aspect of the contract between ETV and the City of Miami Gardens to avoid these prohibitions. You should even avoid discussing the ETV contract with your wife to avoid any possibility that you might disclose confidential information regarding the ETV contract acquired by you through your official position in violation of Section 2-11.1(h) of the Code. In the event that, in your position as Mayor, you have a matter come before you that could affect ETV, but which requires some action by the City Mayor other than a vote from you have recused yourself--even on a purely ceremonial matter--then I suggest that you delegate the authority to deal with that matter to another appropriate individual, such as the Vice Mayor or City Manager. In any event, you have informed that you will be leaving office prior to the completion of the initial five-year term of the ETV contract, so it is not anticipated that you will be in office at the time of any renewal of the contract.

If you have any further questions, please call me.

Sincerely,

Joe Centorino

***Joseph M. Centorino***

Executive Director and General Counsel  
Miami-Dade Commission on Ethics and Public Trust  
19 W. Flagler Street, Suite 820  
Miami, FL 33130

Tel: (305) 579-2594  
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**From:** Oliver Gilbert [<mailto:oliverg@olivergilbert.com>]  
**Sent:** Saturday, October 07, 2017 9:27 PM  
**To:** Centorino, Joseph (COE) <[Joseph.Centorino@miamidade.gov](mailto:Joseph.Centorino@miamidade.gov)>  
**Subject:** From Oliver Gilbert

Good Evening. It was good speaking with you last week. Attached please find a copy of the Use agreement between the City and EcoTech Visions (ETV). Also, I'm not sure whether you need it but I've attached my wife's (we got married on October 1, 2017, that's why I'm late sending this email) CV. As I recalled for you previously, several years back I had a meeting with Dr. Gibson and some other folks because I wanted the City to have a co-working/maker space. I was in the process of submitting a request to the Florida Legislature for funding of same. Dr. Gibson wrote our funding request to the legislature, as we were not qualified to write the proposal or run the space. The City Council approved the agreement, giving the group use of a City facility in the industrial district that was not being used for anything else.

During this time Dr. Gibson and I were not involved. I had previously met her through the Miami Fellows program but there was no personal relationship. We are both Miami Fellows and I was a presenter to her cohort. Sometime later Dr. Gibson and I began to see each other socially. Eventually, Dr. Gibson became Pandwe to me, our relationship matured, we fell in love, I proposed, and we were married.

I'm unclear about how this effects the relationship between the City and ETV. Dr. Gibson is the Founder and President of ETV. ETV currently is running the incubator and co-working space in the Miami Garden's building pursuant to the previously entered into agreement. I don't anticipate any specific voting conflicts, however, it is a City facility that is a part of our property inventory and we are responsible for maintenance.

My query is twofold, first how do we handle voting conflicts? I'm assuming some sort of segregation would be necessary. Second, in what ways can I advocate for the endeavor? The co-working space was my idea and the funding request for the maker space remains one of the City's top legislative priorities. Also, while others are capable of advocating and recruiting, it is an inherent part of my responsibilities as Mayor and I'm good at it; also I have made this type of innovation and economic development central to my long-term plans for the City. I understand that my interaction with City staff on this matter should be limited at most but can I still recruit businesses and promote in the way that I do for other Miami Gardens businesses and can I still lobby for the maker space funding as a part of the City's legislative agenda.

Thank you for your consideration.

Oliver Gilbert



This email has been checked for viruses by Avast antivirus software.

[www.avast.com](http://www.avast.com)

# Pandwe Aletha Gibson PhD, Rev, MBA, M.A., M.Ed

773-495-3897 • pandwe@ecotechvisions.com • www.EcoTechVisions.com

## Education

- 2016-2017**                    **Massachusetts Institute of Technology** – Cambridge Massachusetts  
Masters in Business and Credentials: Sloan Leaders Fellowship Program for C level business leaders
- 2005-2010**                    **Claremont Graduate University (Peter Drucker School of Management)** - Claremont, California  
Doctorate of Philosophy: Special Education and Urban Development. Featured in the *Claremont Flame* 2007
- 2007-2008**                    **Harvard Graduate School of Education** - Boston, Massachusetts  
Master of Education: School Leadership as a Helen R. Powell Fellow 2007
- 2004-2005**                    **Claremont Graduate University** - Claremont, California  
Master of Arts and Credential: Selected as a Peter Lincoln Spencer Fellow 2005 given to two students per year, Pulse Pipe Line Fellow 2004, and Apple Fellow 2005, 2006, 2007
- 2000-2004**                    **Scripps College** – Claremont, California  
Bachelor of Arts: Black Studies, Gender Studies and a minor in History.  
Awarded Youth Achiever International Scholarship 2000, 2001, 2002, Crescent City Peace Alliance Scholarship 2000
- 2003**                            **International Study** – Ghana and Brazil  
University of Accra, University of Cape Coast, and the US Embassy in Brasilia  
Researched cultural norms, gender constructs, and African Diaspora connections
- 2003**                            **Domestic Exchange** - Spelman College, Atlanta, Georgia.  
Organized a ‘Women in the Movement’ Conference and served as a teaching assistant for an Introduction to Women’s Studies class
- 1999**                            **International Study** - Paris & Nice, France

## Certifications

- 2016**                    **MIT Sloan Leadership Program**
- 2016**                    **Harvard Business Scholl YALP Young American Leaders Program Alumni**
- 2014**                    **Miami Dade County Minority Business Certification**
- 2012**                    **Licensed Notary: Florida, Louisiana**
- 2011**                    **Educational Leadership Certification Principal/Assistant: Louisiana**
- 2011**                    **IRS Professional Tax Preparer Certification (PTIN: P01523779/ EFIN:)**
- 2010**                    **Nondenominational Ordination**
- 2009**                    **OS Teaching Certification: Louisiana**
- 2009**                    **PADI Scuba Diving Level I Wreck/ Open Water Certification: Bermuda**
- 2008**                    **School Principal/Assistant Principal Initial Licensure K-4, 5-8, 9-12: Massachusetts**
- 2007**                    **Crisis Prevention Institute-CPI Restraint Training Certification: California**
- 2007**                    **Cardiopulmonary Resuscitation- CPR and First aid Certification: California**
- 2007**                    **CPS Restraint Training Certified: California**
- 2006**                    **Clear Teaching Certification K-12 Educational Specialist: California**
- 2006**                    **High School English 9-12 Teaching Certification: California**
- 2006**                    **Culturally Linguistically Ability Diverse (CLAD) English as a Second Language: California**
- 2005**                    **Elementary Clear Teaching Certification K-8: California**

## Work History

### **Business and Land Development, Founder and President**

2013-Current

**EcoTech Visions**

Miami, FL

- Facilitate relationships with local investors, government and philanthropist
- Incubator Model and support 20 GreenTech Businesses to impact systemic poverty and climate change through the market.
- Lead the Green collar movement in Miami
- Train Staff on financial service model
- Managing and evaluating staff
- Manage the development of the Green corridor for Uptown Miami Dade County.

### **Regional Director of Operations and Marketing**

2012-2013

**USA Fast Tax and Investment**

Miami, FL

- Train Staff on financial service model
- Managing and evaluating staff
- Manage and evaluate HR protocols
- Develop PR department and facilitate relationships with local investors

### **Director of Academics**

2011 –2012

**Scholar Academies CMO**

Washington DC/ Philadelphia PA

- Supporting Scholar Academies Schools in Philadelphia and Washington DC using Data Driven Instructions Interim assessment implementation
- Develop the system wide Instructional Coaching Model.
- Managing and evaluating instructional coaches, School based Directors of Instruction, and Principals.
- Identified, recruited, and selected staff for back office, teachers, and administrative positions
- Analyzing the leadership of Principals and school cultural frames
- Teacher hiring, development, evaluation and supervision
- Curriculum design, school culture development and data management and integration

### **School Developer/ Middle School Principal**

2009 –2011

**New Leaders for New Schools & RENEW Schools**

New Orleans, LA

- Supporting 16 of New Orleans highest performing schools using Data Driven Instructions Interim assessment implementation
- Teacher hiring, development, evaluation and supervision leading to managing and evaluating 30 teachers weekly
- Co-Authored several Grant applications for ReNew Schools as the Fundraising liaison
- Backwards mapping with the weakest teachers to facilitate improvement
- Facilitating and implementing SPED support programs
- Identified, recruited, and selected staff for back office, teachers, and administrative positions
- Analyzing the leadership of Principals and school cultural frames
- 6-8th grade Principal for the 2010-2011 School year
- Curriculum design, school culture development and data management and integration

### **Co-Principal**

2007-2009

**Timilty Middle School**

Roxbury, MA

- Facilitated teacher and program evaluations with a specific focus on special education, reading intervention programs and using data to inform instructional practices
- Managed and evaluated 40 teachers
- Developed and facilitated new teacher training and professional development.
- Coordinated and supported community partnerships with local orgs: Boston Teacher Residency, Boston Celtics, Promising Pals, ETC

### **Professor**

Summer 2007

**Claremont Graduate University**

Claremont, CA

- Taught the New Teachers Practicum for future special educators
- Conducted IEP evaluations, lesson planning, classroom ecology and management, and differentiation of instructional strategies in my teachings

### **Education Specialist/Special Education Department Head**

2004-2007

**Pasadena Unified School District**

Pasadena, CA

**(Pasadena High School & McKinley Middle School)**

- Taught English and Technology for special need and behavioral classes resulting in a 30% increase in graduation rates
- Co-chaired the Special Education Department servicing 200 mild-moderate students
- Trained 20 teachers on successful goal setting and the tiered RTI intervention model

## **Community Organizer**

**2001-2003**                      **Los Angeles Alliance for New Economies**                      Los Angeles, CA

- Organized the Service Employees International Union (LAX) Security Worker Adult Literacy Campaign in Hawthorne, Inglewood, and Crenshaw Districts
- Wrote press releases and newsletters for campaign
- Taught computer and internet fluency to members and assisted members in accessing online resources
- Coordinated marches and meetings
- Led fundraising efforts for Adult Technology Education initiatives
- Provided career service consultations to members

## **Special Education Teacher**

**2000-2001**                      **Foshay Learning Center**                      Los Angeles, CA

- Taught art classes to middle school students with learning disabilities such as ADHD, behavioral problems, and physical impediments.

## **Internships/Fellowships**

**2017**                      **German Marshall Foundation Fellow**                      **Washington Dc**

- 25 day tour through Europe with global business and political leaders. Through the Marshall Memorial Fund. Studied and meet with local leaders in Hamburg, Germany, Brussels, Belgium, Balboa, Spain, Paris France, and Brussels Belgium.

**2015**                      **Leadership Florida**                      **Tallahassee, FL**

- Leadership Fellowship 1 out of 40 selected out of 1000 statewide leaders for business and political development

**2014**                      **Gulf Guardian Fellow**                      **The Gulf Coast Center for Law & Policy**                      **Miami, FL**

- Gulf Coast Environmental leadership Fellowship 1 out of 5 fellows selected from the 10 Golf states. 10 month program.

**2014**                      **Cohort 33**                      **Leadership Florida Fellow**                      **Miami, FL**

- Future leaders of Florida Training Program 45 fellows representing corporate and public service leaders from across the state.

**2012**                      **Miami Fellows Cohort 7**                      **Miami Foundation**                      **Miami, FL**

- Future civic leaders of Miami 15 month training program.

**2007**                      **Principal Intern**                      **Harvard Principal Intern Program at James P Tilty Middle School**                      **Roxbury, MA**

- Led professional development for staff
- Attended principal trainings and observed teachers
- Managed two Community partnership projects, led a student advisory group, and assisted in implementing the Datawise data-driven instruction model.

**2004**                      **Teacher**                      **Literacy Practicum**                      **Pasadena, CA**

- Taught fourth and fifth graders literacy strategies
- Trained to implement several reading intervention programs including: Language! Holt Intervention, Reach, Accelerated Reader, & Step up to Writing. These programs resulted in two to three year reading improvements in most students

**2003**                      **Organizer**                      **National Center for Human Rights**                      **Atlanta, GA**

- Served as a student liaison for campus events
- Organized coalition projects such as voting rights campaigns and the Sister Song conference which served over a thousand participants.

**2001**                      **External Organizer Intern**                      **UCLA Labor Center**                      **Los Angeles, CA**

- Organized 400 workers at Los Angeles International Airport and promoted union membership to non-union workers
- Researched corporate employee policies and educated workers about State and Federal Labor Laws

## Institutes

2016	<b>Harvard Business School Young American Leaders Program</b> Cambridge, Massachusetts
2015	<b>Grantsmanship</b> Training Program, The Grantsmanship Center, Los Angeles CA
2011	<b>Sisters of the Academy</b> Educational Institute University of Florida, Tallahassee, Florida
2011	<b>Sisters of the Academy</b> Educational Institute University of Florida, Tallahassee, Florida
2009	<b>NOSACON</b> (New Orleans South African Connection) Educational Institute Durban, South Africa
2009	<b>New Leaders for New Schools</b> Summer Foundations
2009	<b>Code Pink:</b> United States Delegation to Gaza, Palestine and Cairo, Egypt
2008	<b>Ascend Leadership Academy</b> , Washington DC
2004	<b>Harvard Principal Leadership</b> Summer Institute Boston, MA
2004	<b>UCLA Labor Centers</b> , Graduated Grant Writing workshop Los Angeles, California
2000-2003	<b>Landmark Education:</b> Landmark Forum, Advanced Course, Communication Courses, Being Extraordinary Seminar, Chicago Illinois, New Orleans, LA., San Francisco & Los Angeles, California, and Cape Town, South Africa
1998-2007	<b>International Black Summit:</b> Toronto, Ontario, Canada, Atlanta Georgia, Memphis, Tennessee, Anguilla, Jamaica, Bahia, Brazil, New Orleans, Louisiana

## Community Service

2015 to Current	Advise and Consult for the City of North Miami, Miami Gardens, City and Unincorporated Miami
2013 to Current	Holiday food give away with Agape house
2012 to Current	GirlPower Teen mentor
2011	<b>HandsOn NOLA</b> Kaboom build Playground development project
2010	<b>New Orleans First Annual Children's Book Conference</b>
2009	<b>Synergy New Orleans Day of Service</b>
2009	<b>Code Pink</b> Gaza US Delegation
2006	<b>K-learn</b> Television production
2005	<b>Venceramos Brigade</b> to Cuba
2003	<b>Sister Steps</b> Youth Mentoring
2003	Movements of Praise Dance Group
2001	<b>Ujima</b> Peer Mentoring Program, office of Black Student Affairs
1999	<b>ACORN</b>

## Selected Publications

2011	<i>Youthful Visions: An Empirical Study of Students &amp; Achievement Factors at a Los Angeles Public High</i>
2010	<i>How Evident Are Student Efficacy Measure(s) Across Academic Tracks?</i>
2008	<i>WHY? Did James Call the Ring a Rock</i> ©
2008	<i>WHY? Did Mommy and Daddy Vote Obama</i> ©
2007	<i>WHY? Are Some Plants Called Fruit and Other Vegetables</i> ©



## Honors & Awards

2016	Beacon Award for Entrepreneurship, Miami-Dade County's Official Business Development
2016	Executive Profile, South Florida Business Journal (Magazine Article)
2016	Recognized as 2016 African-American Achiever by JM Family Enterprises Inc
2016	Recognized as Top 20 Under 40, Brickell Magazine (Magazine Article)
2015	Recognized for Achievement by 79th Street Corridor for Change (Certificate)
2015	Received Proclamation from Miami-Dade County Commission and Chairman Monestime (Certificate)
2015	Received Proclamation from Miami-Dade County School Board Member Dr. Dorothy Bendross-Mindingall
2014	Key to the County from Mayor Gimenez of Miami Dade County and the Beacon Council
2014	Miami Dade School Board Proclamation of Achievement
2014	Neighbors and Neighborhood Association Small Business Award
2014	Miami Dade College Entrepreneurial Leadership Award.
2013	SMALL Business Leadership Award Beacon Council
2011	Batiste Cultural Arts Academic State School Improvement Award from the Louisiana State Superintendent's
2009	Urban League of New Orleans Emerging Leaders Award
2009	Ruby Bridges Young Authors Award for the <i>Why Series</i>
2007	AERA Graduate Fellows Innovative Research Fellowship
2006	Peter Lincoln Spencer Fellowship for Community Service and Academic Excellence
2005	Pasadena Unified School District <i>Teacher of the Year</i>
2002-2006	Youth Achievers Fellowship

## Selected Memberships

<i>2016- 2017</i>	<b>MIT Water Club Water Prize Coordinating Committee Member</b>
<i>2017</i>	<b>Miami Dade County Beacon Council CEO Selection Committee</b>
<i>2016- current</i>	<b>Miami Foundation Board Member. Managing 50 million dollars annually.</b>
<i>2014- current</i>	<b>Miami Dade Chamber of Commerce Board Member and Entrepreneurial Committee Chair (MDCC)</b>
<i>2014- current</i>	<b>US Green Building Regional Council Board Member and Advocacy Chair (USGBC)</b>
<i>2013- current</i>	<b>Inner City Youth and Performing Art Board Member (ICYPA)</b>
<i>2011- current</i>	<b>Secretary of the Ruby Bridges Foundation National Board</b>
<i>2008- 2012</i>	<b>University Council for Educational Administration</b>
<i>2008- current</i>	<b>National Alliance of Black School Educators (NABSE)</b>
<i>2008- 2012</i>	<b>National Association for the Advancement of Colored People (NAACP)</b>
<i>2008- current</i>	<b>New England Society of Children's Book Writers and Illustrators (SCBWI)</b>
<i>2008- current</i>	<b>Harvard Alumni Association</b>
<i>2008- 2012</i>	<b>National School Leaders Network (NSLN)</b>
<i>2007- current</i>	<b>Harvard BSU Black Alumni Association</b>
<i>2006-current</i>	<b>American Educational Research Association (AERA)</b>
<i>2003-current</i>	<b>Sistersong: The Women of Color Reproductive Health Collective</b>
<i>2003-current</i>	<b>National Center for Human Rights</b>

## Conferences & Presentations

- 2017 SUPX Start UP EXPO, Miami, Florida (Presenter)
- 2017 HPAIR Harvard Project for Asian and International Relations, Harvard Law (Moderator)
- 2016 White House United States of Women's Conference, Washington DC (Presenter)
- 2016 White House Sustainability Paris Summit Budget Review, Washington DC (Presenter)
- 2016 Sustainatopia, San Francisco, California and Boston, Massachusetts (Presenter)
- 2015 Black Tech Week, Miami, Florida (Presenter)
- 2015 Atlantic Magazine Startup Cities, Miami, Florida (Presenter)
- 2014-2015 Florida International University FIU Black Professional Summit, Miami, Florida (Presenter)
- 2014 World Hunger Summit, Miami, Florida
- 2014 Let's Talk Tech Business Diversity Panel MD
- 2013 Sustainatopia Miami FL (Presenter)
- 2011 American Educational Research Conference (AERA)  
Presenter: *Youthful Visions*: RTI theory and Praxis
- 2010 New Orleans First Annual Children's Book Festival  
Presenter: *Youthful Visions*: WHY? Series.
- 2008 National Alliance of Black School Educators (NABSE)  
Presenter: *Youthful Visions*: RTI theory and Praxis
- 2008 National Alliance of Black School Educators (NABSE)  
Presenter: *Youthful Visions*: Why Children's book series
- 2008 Ascend Leadership Conference
- 2007 National School Leaders Network Retreat  
Presenter: Evaluation and Supervision Best Practices Discussions
- 2007 Second Annual Scholarship of Teaching and Learning Conference  
Presenter: Youthful Visions: An Empirical Study of Students & Achievement Factors at a Los Angeles School
- 2003 Sister Song Women's Conference  
Presenter: Scripps Vs Spelman for Young Black Women Academicians: Social and academic experiences
- 2003 Scripps College Study Abroad Presentations  
Presenter: Brazil, Ghana, and the US. Exploring the diaspora experiences of Black women in the academy
- 2000-2004 Mistress of Ceremony  
Introduced and hosted several campus lecturers: Manning Marable, Robin Kelly, William Watkins, Della Reese, Michael Eric Dyson, Local Links Chapter, Agnes Jackson
- 2002 Whose Voice? Whose Vision?  
Scripps College Student Conference Campaign for student of color resources
- 1998-present International Black Youth Summit - Youth Facilitator  
Facilitated and coordinated numerous conferences, domestic and international, addressing issues of self-esteem and community development: Atlanta GA 1998; Oakland CA 2000, 2003, 2005; Philadelphia PA 2000; Chicago 2000; Miami FL 2005; Memphis TN 2002, Toronto Canada, 2001, Bahia Brazil 2003, Anguilla 2005, Ontario Canada 2002, 2005, New Orleans LA 2007



## USE, OCCUPANCY, AND SERVICE AGREEMENT

This USE, OCCUPANCY AND SERVICE AGREEMENT (this "Agreement") is entered into this 21<sup>st</sup> day of October, 2015 between the CITY OF MIAMI GARDENS (the "CITY"), having an address of 18605 NW 27th Avenue, Miami Gardens, Florida 33056, EcoTech Visions, Inc., having an address of 9703 NE 2<sup>nd</sup> Avenue, Miami, FL 33138 and Digital Grass, LLC having an address of 66 NE 39<sup>th</sup> Street, Suite 263, Miami, FL 33137 (collectively the "SERVICE PROVIDER") for the premises located at 1020 NW 163<sup>rd</sup> Drive, Miami Gardens, FL 33169.

### The CITY AND SERVICE PROVIDER MUTUALLY AGREE AS FOLLOWS:

1. **PURPOSE.** The purpose of this Agreement is for the CITY and SERVICE PROVIDER to create a business incubator in the City of Miami Gardens, whereby Miami Gardens Residents will receive free business development consultations, attendance preference for workshops and seminars, discounted co-working space fees, free after school technology-based education, free monthly technology courses, and business related mentoring. Additionally, the City would like to cultivate this area for emerging industries.
2. **TERM.** This Agreement shall be effective for an Initial Term of five (5) years (sixty months) which commences on the date of execution of the Agreement, and shall continue for five (5) years (sixty months) thereafter unless earlier terminated pursuant to this Agreement. The parties shall have the right to renew the Agreement "Renewal Options" for four (4) additional terms of five (5) years each (the "Option Terms")(a separate renewal notice is required for each Option Term). However, neither party shall be under an obligation to renew the Agreement, and any such Renewal Option is contingent upon the following:
  - a. Accelerator Program to be managed and operated by Digital Grass, LLC:
    - i. First Option Term – five (5) companies completing the Accelerator program during the Initial Term
    - ii. Second Option Term – ten (10) companies completing the Accelerator program during the First Option Term
    - iii. Third Option Term – fifteen (15) companies completing the Accelerator program during the Second Option Term
    - iv. Fourth Option Term – twenty (20) companies completing the Accelerator program during the Third Option Term
  - b. Incubator Program to be managed and operated by EcoTech Visions, Inc.:
    - i. First Option Term – fifteen (15) companies completing the Accelerator program during the Initial Term
    - ii. Second Option Term – twenty (20) companies completing the Accelerator program during the First Option Term



- iii. Third Option Term – twenty-five (25) companies completing the Accelerator program during the Second Option Term
  - iv. Fourth Option Term – thirty (30) companies completing the Accelerator program during the Third Option Term
- c. Commencing in the second year of the Initial Term and continuing therefrom, SERVICE PROVIDER shall offer at least one (1) beginner level Computer Education course per month.
- d. At least three (3) technology, entrepreneurship and/or innovation focused panel discussions, conferences, symposiums or other similar gathering per year.
- 3. SCOPE OF USE, OCCUPANCY AND SERVICE AGREEMENT.** SERVICE PROVIDER shall operate and manage an Incubator for new company development through EcoTech Visions, Inc. and an Accelerator program through Digital Grass, LLC. The premises shall also be used to house a co-work space for small businesses and entrepreneurs in the City of Miami Gardens. Additionally, from time to time, conferences, symposiums and educational seminars shall be held in the premises. The scope of use and occupancy shall also be deemed to include any and all actions necessary to facilitate the above uses, whether specifically included in the scope of use and occupancy or not. In no event shall any leasehold interests be created by virtue of this Agreement.
- 4. USE AND OCCUPANCY FEE.** SERVICE PROVIDER shall pay a fee of One Dollar (\$1.00) per year to the City with the first payment due upon the Effective Date of this Agreement and following on the first day of each year thereafter during the Initial Term and any Renewal Terms.
- 5. BENEFITS TO RESIDENTS OF THE CITY.**
- a. Membership Fee Discount– Residents of the City will receive a discount equal to fifty percent (50%) of any and all SERVICE PROVIDER membership fees. Current government identification must be displayed to receive the discount.
  - b. Conference, Seminar and Symposium Discounts – Residents of the City will receive a discount equal to thirty-five percent (35%) of all conferences, seminars and or symposiums offered by Digital Grass, LLC or EcoTech Visions, Inc. Current government identification must be displayed to receive the discount.
  - c. Donation – SERVICE PROVIDER shall donate ten (10%) of all membership fees to the City of Miami Gardens. The donations shall be applied to technological, programming, and outreach efforts as designated through the Office of the Mayor.



- d. Adult Technology Class – Commencing in year two of the Initial Term, SERVICE PROVIDER shall offer one free technology course each month for Miami Gardens residents aged 45 and older. Current government identification must be displayed to attend the free course.
- e. CITY residents shall have attendance preference for any and all free workshops or seminars held on the Premises.
- f. Early enrollment review and application period to the Incubator and Accelerator during the week preceding open enrollment.

- 6. IMPROVEMENTS.** SERVICE PROVIDER may make nonstructural renovations to the Premises, subject to the review and approval of the City Manager, or his/her designee. Structural changes to the Premises will require the approval of the City Manager, or his/her designee and the Building Official. SERVICE PROVIDER shall obtain all necessary certificates, permits, licenses and other authorizations of governmental bodies or authorities which are necessary to permit the construction of the improvements on the Premises and shall keep the same in full force and effect at SERVICE PROVIDER'S expense.

SERVICE PROVIDER shall negotiate, let and supervise all contracts for the furnishing of services, labor, and materials for the construction of the improvements on the demised premises at its cost, subject to the City's Purchasing Code and State Law. All such contracts shall require the contracting party to guarantee performance and all workmanship and materials installed by it for a period of one year following the date of completion of construction, and a bond if deemed appropriate by the City Manager. SERVICE PROVIDER shall cause all contracts to be fully and completely performed in a good and workmanlike manner, all to the effect that the improvements shall be fully and completely constructed and installed in accordance with good engineering and construction practices. SERVICE PROVIDER shall not cause any lien to be placed upon the Premises and any such construction contracts shall specifically state that no lien shall be placed on the Premises.

Upon completion of construction, if necessary, SERVICE PROVIDER shall, at its cost, obtain an occupancy permit and all other permits or licenses necessary for the occupancy of the Premises and shall keep the same in force.

Nothing herein shall alter the intent of the parties that SERVICE PROVIDER shall be fully and completely responsible for all aspects pertaining to the construction of the improvements of the Premises and for the payment of all costs associated therewith. Neither SERVICE PROVIDER nor any third party may construe the permission granted SERVICE PROVIDER hereunder to create any responsibility on the part of the CITY to pay for any improvements or alterations occasioned by





the SERVICE PROVIDER. The SERVICE PROVIDER shall keep the property free and clear of all liens.

7. **UTILITIES.** SERVICE PROVIDER shall pay for all water, sanitation, sewer, electricity, light, heat, power, gas, fuel, janitorial, and other services incident to SERVICE PROVIDER's use of the Premises.
8. **REPAIRS.** SERVICE PROVIDER shall repair and maintain the Premises in good order and condition, except for reasonable wear and tear. The CITY shall be under no obligation to make repairs to the premises.
9. **POTENTIAL TAX LIABILITY.** In the event, the Use and Occupancy Agreement subjects the City to any tax liability, SERVICE PROVIDER shall be responsible for paying any such taxes and if such taxes are not paid when they are due and owing, SERVICE PROVIDER shall be deemed to be in breach of this Agreement.
10. **INDEMNITY.** SERVICE PROVIDER shall protect, defend, indemnify, and hold harmless the CITY and its officials, officers, members, agents, representatives and employees from any and all claims, liabilities, expenses, or damages of any nature, including attorney fees, for injury to or death of any person, and for injury to any property arising out of or in any way connected with the performance or non-performance of any provision of this Agreement required of the SERVICE PROVIDER, by or on behalf of the SERVICE PROVIDER, or resulting from any violation by the SERVICE PROVIDER or its employees of any statute law, ordinance, regulation or other legal requirement pertaining to a safe place of employment for workers, minimum hours and wages, and fair employment practices, or relating to SERVICE PROVIDER'S occupancy of the premises. However, nothing herein shall be deemed to indemnify CITY for any liability or claim arising solely out of the negligent performance of CITY.

The City does hereby agree to indemnify and hold harmless SERVICE PROVIDER, from any and all personal injury or property damage claims, liabilities, losses, and causes of action, which may arise solely as a result of City's performance of this Agreement. This agreement is subject to the provisions of Section 768.28 Florida Statutes, such that the City shall not be held liable to pay a personal injury or property damage claim or judgment by any one person which exceeds the sum of \$200,000, or any claim or judgments or portions thereof, which, when totaled with all other occurrence, exceeds the sum of \$300,000 from any and all personal injury or property damage claims, liabilities losses and causes of action which may arise solely as a result of the performance of this Agreement. However, nothing herein shall be deemed to indemnify SERVICE PROVIDER from any liability or claim arising out of the negligent performance or failure of performance of SERVICE PROVIDER or any unrelated third party. Nothing contained herein shall be deemed a waiver of sovereign immunity. The monthly occupancy fee shall represent the consideration to be provided for this indemnification.



- 11. INSURANCE.** SERVICE PROVIDER shall provide and maintain general liability insurance coverage, for personal injury and property damage in the minimum amount of One Million Dollars (\$1,000,000.00) combined single limit.

Such liability policy of insurance shall designate the City as an additional insured and SERVICE PROVIDER shall deliver a fully effective certificate to that effect, evidencing no less than thirty (30) day notice of cancellation.

SERVICE PROVIDER shall also provide City with proof that SERVICE PROVIDER has workers' compensation insurance in an amount, which satisfies the requirements of Florida Law, for any employee of the SERVICE PROVIDER.

SERVICE PROVIDER shall not use or occupy the premises pursuant to this Agreement until all insurance required as stated herein has been obtained and such insurance has been approved by the City.

SERVICE PROVIDER shall ensure that a Certificate of Insurance is provided to the City ten (10) days prior to occupancy of the premises. The CITY shall provide notice to SERVICE PROVIDER once the premises are available for occupancy.

- 12. NO ASSIGNMENT.** CITY consents to the Assignment of this Agreement to Elements Works, Inc, ("ELEMENTS") which shall be owned by EcoTech Visions, Inc. and Digital Grass, LLC. SERVICE PROVIDER shall not, under any circumstances, assign this Agreement or its rights or duties to an entity other than ELEMENTS without prior written authorization from the CITY.

- 13. TERMINATION.** The City may terminate this Agreement for cause by giving SERVICE PROVIDER written notice at least thirty (30) days prior to the effective date of termination should the CITY determine that SERVICE PROVIDER has breached any provision of this Agreement.

SERVICE PROVIDER may terminate this Agreement by giving the CITY written notice at least thirty (30) days prior to the effective date of termination.

In the event of termination or expiration of this Agreement, SERVICE PROVIDER and CITY shall cooperate in good faith in order to effectuate a smooth and harmonious transition from SERVICE PROVIDER to the CITY or to any other person or entity the City may designate.

- 14. NOTICE.** Notice shall be deemed given when personally delivered, faxed with a fax return or seventy-two (72) hours after deposit in the United States mail postage prepaid, return receipt requested, addressed as follows:

**CITY OF MIAMI GARDENS:**  
Cameron Benson, City Manager



City of Miami Gardens  
18605 NW 27th Avenue  
Miami Gardens, Florida 33056

With a copy to:  
Sonja K. Dickens, City Attorney  
18605 NW 27th Avenue  
Miami Gardens, Florida 33056

**SERVICE PROVIDER:**

Michael Hall  
Digital Grass, LLC  
66 NE 39th Street, Suite 263  
Miami, Florida 33137

With a copy to:  
Dr. Pandwe Gibson  
EcoTech Visions, Inc.  
9703 NE 2nd Avenue  
Miami, Florida 33138

and

Alecia C. Daniel, Esq.  
Genesis Law, PA  
2500 NE 135th St., Suite 508  
North Miami, Florida 33181

**15. DOCUMENTS & MARKETING MATERIALS.** Any documents and marketing materials including, but not limited to, flyers, banners, advertisements created by SERVICE PROVIDER and bearing the trademark or logo of the City under this Agreement shall be submitted to CITY for approval prior to distribution.

**16. MISCELLANEOUS.**

- a. This Agreement is the only Agreement between SERVICE PROVIDER and CITY and may be amended in writing and agreed upon by both parties. No waiver of any term or condition of this Agreement shall be continuing waiver thereof.
- b. SERVICE PROVIDER shall, without additional expenses to CITY, be responsible for obtaining any necessary licenses and for complying with any applicable federal, state, county, and municipal laws, ordinances, and regulations in connection with the performance of the services specified herein.



- c. No modification, amendment, or alteration of the terms and conditions contained herein shall be effective unless contained in a written document executed with the same formality and of equal dignity herewith.
- d. This Agreement sets forth the full and complete understanding of the Parties as of the effective date, and supersedes any and all negotiations, agreements, and representations made or dated prior to this Agreement.
- e. This Agreement shall be construed and governed pursuant to Florida law. Any litigation between the parties, which arises out of or is related to this Agreement, shall be maintained solely in the Florida state courts situated in Miami-Dade County, Florida. Further, the parties hereby expressly waive any right to trial by jury in any litigation between the party, which arise out of or is related to this Agreement.
- f. In the event that either party is required to file legal action to enforce provisions under this Agreement, the prevailing party shall be entitled to its costs of collection, attorney's fees and costs, and interest at the maximum rate allowable by law.

**17. COMPLIANCE WITH FLORIDA PUBLIC RECORDS LAWS.** To the extent required by law, SERVICE PROVIDER shall comply with the public records laws in accordance with Chapter 119, Florida Statutes. Specifically, SERVICE PROVIDER agrees to comply with Section 119.0701, Florida Statutes. Public records shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by any agency, as defined in Section 119.011, Florida Statutes, as amended. The City shall make the sole determination of which records, if any, are exempt from inspection.

**18. SEVERABILITY.** If any term or provision of this Agreement shall to any extent be held invalid or illegal by a court of competent jurisdiction, the remainder of this Agreement shall not be affected thereby, and each term and provision of this agreement shall be valid and be enforced to the fullest extent permitted by law.

**19. WAIVER.** The failure of either party to this Agreement to object to or to take affirmative action with respect to any conduct of the other which is in violation of the terms of this Agreement shall not be construed as a waiver of the violation or breach, or of any future violation, breach or wrongful conduct.

No waiver by the CITY of any provision of this Agreement shall be deemed to be a waiver of any other provisions hereof or of any subsequent breach by SERVICE PROVIDER of the same, or any other provision or the enforcement thereof. The CITY's consent to or approval of any act by SERVICE PROVIDER

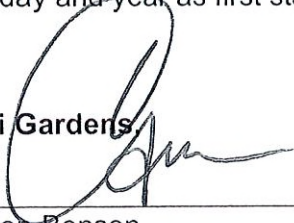




requiring the CITY's consent or approval shall not be deemed to render unnecessary the obtaining of the CITY's consent to or approval of any subsequent consent or approval of SERVICE PROVIDER, whether or not similar to the act so consented to or approved.

**IN WITNESS WHEREOF**, the parties hereto have caused this Agreement to be executed the day and year as first stated above.

**City of Miami Gardens**

By:   
Cameron Benson  
City Manager President

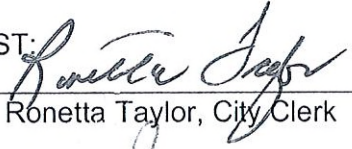
**EcoTech Visions, Inc.**

By:   
Dr. Pandwa Gibson, President

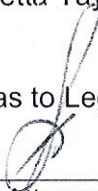
**Digital Grass, LLC**

By:   
Michael Hall, Managing Member

ATTEST:

By:   
Ronetta Taylor, City Clerk

Approved as to Legal form:

By:   
City Attorney

