



**MIAMI-DADE COUNTY
FINAL OFFICIAL MINUTES
Miami-Dade Economic Advocacy Trust (MDEAT)**

Office of the Miami-Dade Economic Advocacy Trust
19 West Flagler Street
Mezzanine Room 106
Miami, Florida 33128

February 15, 2012
As Advertised

Harvey Ruvin, Clerk
Board of County Commissioners

Christopher Agrippa, Division Chief
Clerk of the Board Division

Karen Harrison, Commission Reporter
(305) 375-1296



**OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST
MEETING FEBRUARY 15, 2012**

Miami-Dade Economic Advocacy Trust (MDEAT) convened in a meeting at Office of MDEAT Board Room, 19 West Flagler Street, Mezzanine Room #106, on February 15, 2012 at 3:30 p.m., there being present: Chairman Robert Holland, Esq., and members Mr. Ron Butler, Ms. Barbara Montero, Ms. Ms. Stephanye Johnson, and Ms. Treska V. Rodgers. Reverend Walter T. Richardson was late (Mr. Marc Douthit, Esq., Mr. Carlos Morales, Ms. Natasha K. Nalls, Ms. Tamika Robinson, and Ms. Leigh Toney were absent).

ROLL CALL

The following staff members were present: Executive Director John Dixon, Ms. Laverne Carlile, Ms. Maria de la Portilla, Mr. Jose Gonzalez, Mr. Eric Johnson, and Mr. Anthony Williams, Assistant County Attorney Terrence Smith (via conference call) and Deputy Clerk Karen Harrison.

**DISCLOSURE OF CONFLICTS OF INTEREST
QUERY FOR EARLY DEPARTURES**

Chairman Holland called the meeting to order at 3:52 p.m. followed by a moment of silence. He noted the Trust would take on discussion items until enough members were present to reach a quorum.

Approval of Previous Minutes
June 1 and June 16, 2011 Minutes

It was moved by Chairman Holland that the June 1, 2011 and June 16, 2011 MDEAT meeting minutes be approved. This motion was seconded by Reverend Walter Richardson, and upon being put to a vote, the vote passed 6-0 (Mr. Marc Douthit, Esq., Mr. Carlos Morales, Ms. Natasha K. Nalls, Ms. Tamika Robinson, and Ms. Leigh Toney were absent).

I. Board Action Items
A. MDEAT South Dade Business Expo.

Mr. John Dixon noted the work efforts of MDEAT staff regarding the feasibility of a South Dade Business Exposition by meeting with representatives from the South Dade area to identify funding resources like banks that could provide technical assistant services for small to mid-size businesses. He noted discussions took place regarding creating a South Dade Business Directory, which would be based on funding and leveraging dollars from other entities as a networking opportunity.

Mr. Dixon noted during the trade fair, discussions focused on financial services, governmental services, occupational licenses, community based organizations, and municipalities that could participate including larger organizations like the Carrie Meek Center located in South Dade that perform daily business transactions. He noted the vision was to provide a trade fair that

informed avenues of services such as financial services, including all lending institutions. Mr. Dixon noted the targeted areas included Richmond Heights, Goulds, Perrine, Florida City, Naranja, Leisure City, and Homestead.

Mr. Dixon further noted meetings would be scheduled with entities in South Dade and the targeted locations from 136 Street SW to Florida City upon approval from the Trust. He noted the plan was to host the event at the new Performing Arts Center or the Goulds Center in South Miami and staff would prepare to meet and work with the district Commissioners Bell and Moss to request sponsorship. Mr. Dixon stated this foregoing item had been approved by the Economic Development Action Committee.

Discussion ensued among the Trust members regarding the method used to measure outcomes and the event would affect the community, such as participants that were not in business, and how the public relations opportunity would make an impact to re-establish relationships.

Discussion further ensued regarding ways to record measurable assistance that would be provided such as technical, legal and marketing services and the need to follow-up with participants regarding services needed.

Ms. Stephanyne Johnson noted that MDEAT should provide the needed resources and follow-up with the entity that working directly with the participants for an update, rather than follow-up with the participants.

Mr. Dixon noted he had a brief conversation with Florida City Mayor Otis Wallace, who expressed interest in efforts of helping MDEAT, in terms of advocacy and marketing efforts.

Chairman Holland cautioned the members of the Trust that people countywide were frustrated because of the economic crisis, particularly those who rely on government assistance. He noted that with MDEAT's limited budget, there was no way to make a large impact in the community, but he wanted the Trust members to focus on a bigger scale of involving other entities in order to leverage or provide a bonding capacity. Chairman Holland also noted his support for technical assistance and job fairs which was helpful but very common, and people were still frustrated due to the prolonged hiring process that often resulted in not hiring them.

Ms. Johnson suggested that MDEAT present its whole program to South Dade rather than one component of provided services and inform the whole community. She noted the time had come to present the results from the MDEAT Youth Summit, which could be paired up with the MDEAT Housing Assistance Program, along with the Economic Development Program. Ms. Johnson also noted that the Foundation could attract sponsors for the programs, which would help to leverage the position of MDEAT, in terms of cash flow. She also recommended collaborative efforts by meeting with the mayors in the different municipalities to support these events.

Discussion ensued regarding expanding MDEAT's collaborative efforts and partnering at state and national level or other entities like Comcast broadband that had the capacity to help fund.

In response to Mr. Ron Butler's inquiry regarding whether or not the Trust would move forward or table this event, Chairman Holland recommended that the foregoing item be tabled and after staff modified the proposal to bring it back to the Trust for approval.

Mr. John Dixon noted a commitment was not made, in terms of the date of the event and staff would revisit the idea focusing on today's discussion.

Chairman Holland noted the need to change the branding from MMAP to MDEAT.

Discussion ensued regarding the option of working with small businesses and community organizations and the impact of past events like the South Dade Business Stimulus Program that awarded \$5,000 to ten businesses that was sponsored by MDEAT.

Following the discussion, Mr. Ron Butler asked that the foregoing item be tabled and re-evaluated by the staff.

B. Teen Court Fiscal Budget

Mr. Anthony Williams noted a minor change regarding the Teen Court West Dade Summit event date had been planned for April 2012, rather than February. He noted these were projected expenses and this request of approval from the Trust was with the provision that prior to each event, a detailed budget would be presented for review and approval by the Trust.

It was moved by Ms. Treska Rodgers that the Trust approve the proposed Teen Court Fiscal Budget of \$91,000.00 recommended by MDEAT staff with the condition that prior to the event an itemized budget of each event be prepared and presented to the Trust for approval. This motion was seconded by Ms. Barbara Montero, and upon being put to a vote, the vote passed 6-0 (Mr. Marc Douthit, Esq., Mr. Carlos Morales, Ms. Natasha K. Nalls, Ms. Tamika Robinson, and Ms. Leigh Toney were absent).

C. Teen Court West Dade Summit Expenditure Budget

Mr. John Dixon noted the foregoing proposed budget was part of the Agenda Item IB; however, ~~MDEAT staff had a few conversations with District 6, Commissioner Sosa, who chaired Economic Development Committee and Social Services.~~ He also noted in the past the main focus had been on North and South Dade areas; however, staff wanted to host a Teen Court Summit event in West Dade to discuss issues that impact youth. Mr. Dixon advised the members of the Trust that the proposed budget for this event would not exceed \$5,000.

Additionally, Mr. Anthony Williams noted the proposal was to use a community center in district 6 and he asked that a letter of support be requested from Commissioner Sosa.

It was moved by Mr. Ron Butler that the Trust approve an allocation in the amount not-to-exceed \$5,000.00 for the West Miami-Dade Teen Court Summit event from the Teen Court Budget and to be scheduled the second week of April 2012. This motion was seconded by Chairman Holland, and upon being put to a vote, the vote passed 6-0 (Mr. Marc Douthit, Esq., Mr. Carlos Morales, Ms. Natasha K. Nalls, Ms. Tamika Robinson, and Ms. Leigh Toney were absent).

D. Economic Development Action Committee Program Budget

Mr. Ron Butler advised the other members of the Trust that investments from MDEAT would virtually be in small increments during the fiscal year until a decision was made, in terms of a bigger initiative. He reviewed the Economic Development Budget fiscal year (FY) 2011-2012.

Mr. Butler commented on investing in the Poinciana Park Project as part of that process and the proposed budget would total \$5,000. He further reviewed the proposed line items, which included meetings that were held with 20 summit advisors with the intent of bringing them back to help in future projects.

Mr. Dixon clarified that this budget line item was discussed at the Summit as a banking system that collected data regarding neighborhoods, similar but more in depth than the work from the census. He noted he did not have all the details, but originally, the Florida International University (FIU) Management Information System (MIS) Department was identified as the entity that could lead this project.

Mr. Butler reiterated the foregoing proposed budget included projected line items and he noted a report was forth coming regarding the Community Meeting and Documents that was based on the Summit event. He further noted that there were some action steps to be evaluated throughout the fiscal year, and staff would prepare a report by September 2012 for the Trust.

Mr. Butler reviewed the foregoing proposed budget, which included allocations for a Board and MDEAT staff strategic planning retreat. He noted that the line item indicating MLKEDC should reflect a "General Loan Fund."

It was moved by Ms. Stephanye Johnson that the Trust approve an allocation in the amount not-to-exceed \$100,300.00 to fund the programs for the Fiscal Year (FY) 2011-2012 Economic Development Action Committee Program Budget as presented with the condition that prior to the event an itemized budget of each event be prepared and presented to the Trust for approval. This motion was seconded by Reverend Walter Richardson, and upon being put to a vote, the vote passed 6-0 (Mr. Marc Douthit, Esq., Mr. Carlos Morales, Ms. Natasha K. Nalls, Ms. Tamika Robinson, and Ms. Leigh Toney were absent).

E. MDEAT HAP Program Update

Mr. Eric Johnson provided an update on the MDEAT Housing Assistance Program noting the demand for funds was more than available resources for this fiscal year. He noted the increase in loans beginning from January, reflected 107 loans provided by MDEAT that totaled \$840,000, versus 55 loans totaling \$315,000 last year. He noted staff was requesting that the maximum amount of individual funds be lowered from the very-low income to \$7,000 and the medium/moderate income to \$4,500, which would generate approximately 45-50 more loans for every \$100,000; however, this calculation was based on demand.

Mr. Johnson noted the outcome of yesterday's meeting included approximately 200 approved lenders who expressed interest in MDEAT's Housing Assistance Program. He noted he was advised by the County Finance Department that the expected revenue for this fiscal year was the

same as last year which totaled \$1.7 million. There was a huge demand for available funds that totaled \$150,000, but staff needed approval from the Trust to decrease MDEAT's funding amount to individual borrowers in order to increase the number of loans, noted Mr. Johnson.

Discussion ensued among the Trust members regarding these decreased housing assistance funds which would only affect the borrowers, in terms of affordability with an increase in loan payments of a minimal impact on monthly payments.

Following discussion regarding who the primary were, Ms. Treska Rodgers stated she wanted to place on the table her observations regarding the fact that Hispanic females were the majority loan borrowers and there should be a way to ensure a balance in distributing funds.

Ms. Stephanye Johnson pointed out that the Hispanic group within the Housing Assistance Program was an ethnicity group, rather than race and was based on who applied and who met the qualification.

It was moved by Mr. Ron Butler that the Trust approve to amend the maximum permitted amount awarded from the MDEAT Homeownership Assistance Program (HAP) to a lower rate of 10% of the property sale price or \$7,000.00 for Low and Very-Low Income Household and a lower rate of 4% of the property sale price or \$4,500.00 for the Moderate and Middle Households. This motion was seconded by Reverend Walter Richardson and upon being put to a vote, the vote passed 6-0 (Mr. Marc Douthit, Esq., Mr. Carlos Morales, Ms. Natasha K. Nalls, Ms. Tamika Robinson, and Ms. Leigh Toney were absent).

II. Information Items

A. Teen Court Retention

Mr. John Dixon noted MDEAT conducted a campaign to gain support from influential people within the County like judges, and educators for the Teen Court Program. He also noted after the transition, three years ago when MMAP was renamed MDEAT, to this fiscal year, the MDEAT Trust had the ability to retain the Teen Court Program or make a recommendation where to move the program. Mr. Dixon noted those recommendations forth coming from the Trust for the Teen Court Program to remain under MDEAT as a resolution would be presented to the County Commission in a public hearing in order to hear the support for supportive community leaders. He noted letters of support had been received and those support letters on hand would be used as part of the process of requesting MDEAT to retain the Teen Court Program.

B. Teen Court Direct File Meeting update

Mr. Dixon noted that prior discussions by members of the Trust included how the Teen Court Program had served the community, specifically minority teens that had first time misdemeanor offences. He also noted that no program existed to assist first time youth offenders charged with a felony for auto theft even if they were unaware that the car was stolen. He further noted this request was to provide an assistance program for those first time youth offenders that would be direct filed as an adult.

Mr. Dixon noted that staff had met with Mr. Chet Zerlin, State Attorney's Office to discuss this initiative. He pointed out that in other parts of the State of Florida the Teen Court Program

allowed some youth offenders with felony charges to go through the Teen Court Program, but those charges were counted as misdemeanors. Mr. Dixon noted in the past, the Teen Court Program had youth who were charged with a misdemeanor for possession of a small amount of illegal substance (marijuana); however, car theft was not counted as a misdemeanor and MDEAT has an opportunity to work with those youth.

C. Teen Court Meeting with Public Defender's Office

Mr. Anthony Williams noted the outcome of his discussion with Mr. Chet Zerlin, State Attorney's Office, who expressed that 196 direct file cases for youth charged as adults, was a small amount and as a result of repeated offenders, the system did not allow them to be held in Juvenile Court more than 21 days. However, after meeting with Public Defender Carlos Martinez, 11th Judicial Circuit Court, he noted he was advised the use of direct filings was a way to convey a message to youth causing them to believe that the outcome of pleading not guilty would be direct filed.

Additionally, Mr. Dixon noted the Blacks Psychology Association wrote an article on the adverse affects of direct filing cases. He also noted staff's work efforts to identify a way to provide assistance to those youth who were direct filed through the Teen Court Program budget.

Chairman Holland requested that a copy of the articles "White Pages" be made accessible to the members of the Trust.

D. MDHA Computer / Wi-Fi Training

Mr. Dixon noted the work efforts of Economic Development Action Committee regarding how MDEAT could provide basic computer training and Wi-Fi for residents in public housing. He noted the Wi-Fi training was determined to be expensive; however, if MDEAT partnered with the Miami-Dade County Annie Coleman Housing Project, using the Merline Mathews Community Center (MMC) facility, MDEAT would provide funding totaling \$10,000. Mr. Dixon noted the equipment for the training had been ordered and staff visited the site to observe how the training room would be set up.

~~Ms. Maria de la Portilla described the design of the training room, noting secured tables were in place and that staff would revisit to take photographs of the training sessions, and to do a follow-up on the success of the program.~~

Mr. Dixon noted staff would provide a full profile of the facility and was in the process of planning a grand-opening event with the housing agency so the Trust members could also attend.

In response to Ms. Barbara Montero's inquiry regarding the number of residents who would benefit from this program, Ms. de la Portila noted approximately 20 people would benefit from this program and that she would obtain a schedule and progress report.

Discussion ensued regarding the cost of the equipment, marketing strategy that would include signage from sponsors, and the need to reach more residents.

Ms. Stephanye Johnson noted that the number of people in the program appeared to be small, but creating hot spots within the actual residential buildings would allow residing students with lap tops to have access from home, which would be a good impact made by MDEAT.

Discussion ensued regarding MDEAT leveraging with the facility to add a router for the building to be Wi-Fi accessible and helpful to more people.

Ms. de la Portila pointed out this was an optional program and residents had the choice to sign up and the program requirement included setting goals to become self sufficient that they had to comply with or possibly lose housing benefits, which resulted in few enrollees in this program.

Ms. Johnson noted the need to educate the community on the importance of this program because it would help individuals become self-sufficient. She also noted the possibility of involving other entities like the Miami Alumni Chapter that would be willing to work and help people to focus on attainable goals and provide efficiency programs.

Discussion ensued regarding the need to have the community organizations involvement in helping residents to identify attainable goals for individuals who were not high school graduates and go through this educational process.

In conclusion, Ms. De la Portila pointed out that residents from the Section-A Housing Program had successfully participated in this training program.

F. MLK Economic Development Corp. Center Proposal

Mr. John Dixon noted representatives of MLK Economic Development Corporation were present at today's (2/15) MDEAT meeting.

Ms. Christine King, President and CEO of Martin Luther King Economic Development Corporation (MLKEDC), Mr. James McQueen, representing Peninsula Developers, and Mr. Otis Pitts Jr. introduced themselves.

~~Mr. Dixon noted MDEAT staff met with these representatives through the Economic Development Action Committee to discuss the redevelopment of the MLKEDC, which was located on 6114 NW 7th Avenue, Miami Florida. He noted the intent of this proposal was to demolish the current facility and build a 28,000 square foot building.~~

Ms. King noted their reason for attending this meeting was to request the advocacy and support of MDEAT for MLK Business Center II that was under the General Obligation Bond (GOB) Program to redevelop an existing business center. She noted this building would be 28,000 square feet, two-story commercial retail building and was one of few projects located in the Black community. The redevelopment of this business center would be a catalyst for economic development in the Liberty City area of Miami-Dade County, creating jobs, and community services for the local residents.

Mr. James McQueen provided a brief overview of the technical aspect of the project, noting once the GOB Program took on this project, he was advised by Mr. Butler there were other Black organizations that received funding. However, he noted for the record this was the only

economic development project that was approved by vote of the citizen's of Miami-Dade County. Mr. McQueen noted the intent to demolish the existing building and develop approximately a 28,000 -30,000 square foot facility that would consist of office space and retail. He noted the businesses that were currently occupying the existing business that would return and other prominent businesses that were undergoing negotiations. Mr. McQueen noted the need for more store front businesses and basic services such as barber shops, beauty salons, and restaurants, and the goal was to complete this project within the next 18 months.

Mr. McQueen noted in terms of negotiations, documents were in the process to be finalized. He noted the proposal was that MDEAT enter into a loan agreement to lend \$50,000.00 to support this project.

Additionally, Ms. King noted the loan would help provide owner deliverables and for funds not covered in GOB funding.

Mr. Otis Pitts noted MLKEDC had already secured the funding to move forward with the construction of the project, and the requested amount was supplemental loan. He noted the construction period was projected to be for a year and four months. Mr. Pitts noted he represented the developer team that constructed the plaza across from the subject property, and he was confident of their work.

In response to the comments regarding the \$50,000 loan for costs that GOB would not cover, Mr. John Dixon asked what type of soft cost items would be in this category.

Ms. King noted this loan would cover cost related to leasing, marketing and cost required of the owner such as security system, telephone data wire system, Florida Power and Light underground supply and transformer easement, and asbestos removal that were considered owner deliverables.

Discussion ensued among the members of the Trust regarding the budget line items and the aforementioned list.

Chairman Holland noted for the record that recently he was approached by representatives of MLKEDC requesting financial assistance through a grant, but he advised because of a limited budget, MDEAT could not award a grant at this time. He noted he suggested that MLKEDC meet with MDEAT's Economic Development Committee since this was an economic development project located across from another GOB project developing housing, and mix-use retail along with transit; it was a good opportunity for MDEAT to be part of a project that would create much synergy. Chairman Holland pointed out safety measures included required benchmarks within the period of the loan, and that this project was a solid investment because GOB dollars were invested.

Chairman Holland reminded the members of the Trust of prior discussions regarding relocation of the Office of MDEAT to this urban core so people would have more access and possibly negotiate a more economical lease agreement. He noted he believed this was a great opportunity for MDEAT to be involved as an advocate for this community.

Discussion ensued regarding line items listed in the prepared budget and how the \$50,000.00 would contribute to the cost of other expenses such as the security system.

Discussion further ensued among the members of the Trust regarding the lack of wireless service and the need to create a hot spot in the facility to serve the community, and partner with certified contractors and collaborative efforts involving different initiatives.

Mr. John Dixon noted this project was earmarked by the County for 2016, but officials recognized the importance of project and the Mayor moved the projected development date to 2013.

In response to Ms. Treska Rodger's inquiry regarding whether salaries would be part of the \$50,000.00 budget, and the management responsibilities, Mr. McQueen noted MLKEDC would oversee management of incoming business operations and the affordability of the facility.

Ms. King noted the intent to continue the existing business incubator program that provides technical assistance to new businesses.

Chairman Holland commented on MDEAT's limited capacity to assist financially due to a limited budget, but this investment would be more affective in the community than sponsoring charities.

Mr. James McQueen noted the construction phase projected creating approximately 35-50 jobs and outside of the scope of individuals who were employed there would be approximately 15 more jobs created.

In response to Mr. Dixon's question regarding whether the request of the loan was pre-construction, Mr. McQueen noted the process stage of acquiring permits, which would take approximately four months and the entire process would approximately last 16 months. He noted this requested loan would be integrated into the cost, and not necessarily used for construction.

~~Discussion ensued among the Trust members regarding the budget line items and the need for funds to cover soft costs on the front-end and that construction cost was covered under GOB funding.~~

Ms. King explained that the budget presented in today's meeting reflected the essential needs, but there were other costs that had a need for financial assistance and requested grants from the federal government were made, but this budget represents the absolute need for this project. She noted \$1 million of the \$5 million GOB funds had been spent; however, if expenses for easements were covered, those funds could be applied in another area to enhance the building with technical upgrades such as Wi-Fi access.

In response to Ms. Rodger's inquiry regarding the plan to repay the \$50,000 loan, Ms. King noted proceeds from the office and retail rental space, which would in terms of finances, make the MLK Business Center self sufficient.

Discussion ensued regarding the increased traffic in this area by the new transit system and the demand for businesses because of the recent plaza development located adjacent to MLK Business Center. Discussion further ensued among the Trust regarding how MLK Business Center would create more jobs and the idea of making it a hot spot would justify MDEAT's involvement.

Chairman Holland noted that today's meeting was a way for MLKEDC representatives make a presentation and provide members of the Trust with information regarding this project and they would come back with a proposal to be approved by the Trust.

III. Advocacy Items – Committee Updates

IV. Executive Director's Report

Mr. John Dixon noted that MDEAT would be hosting a tour of Poinciana Industrial Park, which was the proposed site for the Liberty City Health Center on March 7, 2012 at 10:00 a.m. He also noted that after the tour of several county owned properties involving Economic Development and Social Services Committees and the overseeing County Commissioners, if decided, a debriefing session would take place at a decided location. Mr. Dixon noted detailed information would be forth coming via email to the members of the Trust.

V. Departmental Monthly Reports

- A. Fiscal
- B. Housing
- C. Teen Court/ Youth Services
- D. Public Information Services

VI. New Business

- A. Proposed Time Change for MDEAT Trust Board Meetings

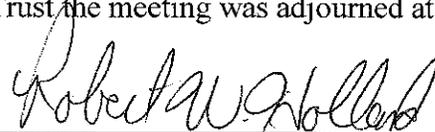
Following Mr. John Dixon's comments regarding a proposal to change the day and time for the MDEAT Trust Board meetings, the members of the Trust proceeded to discuss when would be a convenient time to meet.

Following the discussion, the present members of the Trust at today's (2/15) meeting came to a decision to change the MDEAT Trust Board meetings to Wednesdays at 10:00 a.m. instead of 3:00 p.m.

VII. Schedule Next Meeting

Adjournment

There being no further business to come before the Trust the meeting was adjourned at 5:19 p.m.



Chairman Robert Holland
Miami-Dade Economic Advocacy Trust



Miami Dade Economic Advocacy Trust
February 15, 2012

Prepared by: Karen Harrison

EXHIBITS LIST

NO.	DATE	ITEM #	DESCRIPTION
1	2/15/2012	1	February 15, 2012 MDEAT Ballots 5 pages
2	2/15/2012	2	February 15, 2012 MDEAT Agenda Package
3	2/15/2012	3	MLK Business Center Package
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STATE OF FLORIDA)
) SS:
COUNTY OF MIAMI-DADE)

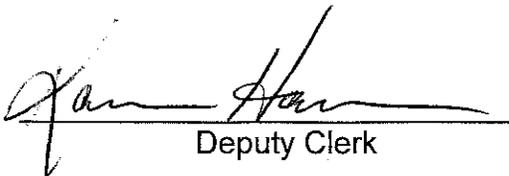
I, HARVEY RUVIN, Clerk of the Circuit and County Courts, in and for Miami-Dade County, Florida, and Ex-Officio Clerk of the Board of County Commissioners of said County, DO HEREBY CERTIFY, that the foregoing is a true and correct copy of the February 15, 2012, Board of County Commissioners' Miami-Dade Economic Advocacy Trust (MDEAT) meeting minutes, as appears of record.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal on this 29th day of March, A.D., 2012.



SEAL

HARVEY RUVIN, Clerk
Board of County Commissioners
Miami-Dade County, Florida

By: 
Deputy Clerk



MIAMI-DADE ECONOMIC ADVOCACY TRUST

BOARD OF TRUSTEES MEETING

FEBRUARY 15, 2012

Agenda



MEETING NOTICE

MIAMI-DADE ECONOMIC ADVOCACY TRUST

TRUSTEE BOARD MEETING

DATE: WEDNESDAY, FEBRUARY 15, 2012

TIME: 3:30 PM

**LOCATION: BISCAYNE BUILDING
19 WEST FLAGLER STREET – SUITE M-106
MAIN CONFERENCE ROOM
MIAMI, FLORIDA 33130**



MIAMI-DADE ECONOMIC ADVOCACY TRUST

BOARD MEETING

WEDNESDAY, FEBRUARY 15, 2012

3:30 PM – MDEAT CONFERENCE ROOM

AGENDA

Roll Call

- DISCLOSURE OF CONFLICTS OF INTEREST

- QUERY FOR EARLY DEPARTURES

- Approval of Previous Minutes

June 1 and June 16, 2011 Minutes

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III. **Advocacy Items – Committee Updates**

IV. **Executive Director's Report**

V. **Departmental Monthly Reports**

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VI. **New Business**

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| A. Proposed Time Change for MDEAT Trust Board Meetings | 54 |
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VII. **Schedule Next Meeting**

Adjournment

BOARD MINUTES

JUNE 1, 2011

**OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST
JUNE 1, 2011**

The Miami-Dade Economic Advocacy Trust (MDEAT) convened its meeting in the MDEAT Board Room, 19 West Flagler Street, Mezzanine Room #106, on June 1, 2011 at 3:30 p.m., there being present: Mr. Ron Butler, Ms. Stephanye Johnson, Ms. Barbara Montero, Mr. Carlos Morales, Ms. Natasha K. Nalls, Reverend Walter T. Richardson, Ms. Tamika Robinson, and Ms. H. Leigh Toney (Chairman Robert Holland, Esq., Mr. Marc Douthit, Esq., Mr. Richard Cooper, and Ms. Treska V. Rodgers were absent).

ROLL CALL

The following staff members were present: Executive Director John Dixon, Ms. Maria de la Portilla, Ms. Melba Gasque, Mr. Jose Gonzalez, Ms. Pamela Green, Mr. Eric Johnson, Mr. William Simmons and Mr. Anthony Williams (Ms. Laverne Carlile, Mr. Eric Johnson, Ms. Angela Vaughns and Mr. Joey Walker were absent); and Deputy Clerk Zorana Gainer.

In the absence of Chairman Holland and Vice-Chairman Marc Douthit, Ms. Natasha Nalls chaired today's (6/1) meeting.

Ms. Nalls called the meeting to order at 3:39 p.m.

DISCLOSURE FOR CONFLICTS OF INTEREST

QUERY FOR EARLY DEPARTURES

APPROVAL OF PREVIOUS MINUTES

I. Board Action Items

A. Social Compact – Funding Update and Progress Report

Mr. John Dixon provided a progress report regarding Social Compact, which was the Demographics Data Research Partner/Consultant for MDEAT. He noted staff was requesting the approval of \$100,000 for the next phase of the project as outlined in the progress report. Social Compact had completed its initial task of providing a disparity study and report card, which provided a comparative analysis of the socioeconomic conditions of African American communities and their metropolitan area counterparts.

Mr. Dixon noted during the last meeting that members of the Trust expressed some concerns about the project and had requested Social Compact to create market profiles of smaller geographic areas. Mr. Dixon pointed out that this additional task was beyond the scope of the original agreement; however, representatives of Social Compact agreed to perform the task. He noted that the release of the additional \$100,000 was predicated on preserving the continuity of the project and utilizing the General Funds portion of the

budget prior to the end of the County fiscal year. He further noted \$30,000 would come from the Economic Development Budget, \$30,000 from the Teen Court budget, \$30,000 from the General Fund and \$10,000 from MDEAT's Housing budget. Mr. Dixon explained that the platform system would have the ability to collect, store and update significant information.

Discussion ensued regarding the funding of the Social Compact project.

Mr. William Simmons explained that members of the Trust could review further funding information in the Proposal Submission Package.

It was moved by Mr. Ron Butler that the allocation of \$100,000 be approved for the next phase of the Social Compact project. This motion was seconded by Ms. Stephanye Johnson and upon being put to a vote passed unanimously by those members present (Chairman Robert Holland, Esq., Mr. Marc Douthit, Esq., Mr. Richard Cooper, and Ms. Treska V. Rodgers were absent).

B. MDEAT – Miami-Dade Public Schools Service Agreement Amendment

Mr. John Dixon explained that the intent of the foregoing agenda item was to amend the Service Agreement between MDEAT and Miami-Dade Public Schools (MDPS) by extending the agreement and removing the Tutorial Program from the agreement. He pointed out that eliminating the tutoring program would yield a savings of \$120,000. Mr. Dixon noted there was no need to amend this item since the tutoring program would be eliminated.

II. Information Items

A. FY 2011-12 Budget Update & April 28th Budget Meeting Recap

Mr. John Dixon gave an update regarding the MDEAT Fiscal Year (FY) Budget of 2011-12. He noted the Juvenile Assessment Center's name had changed to the Juvenile Services Department (JSD). Mr. Dixon also noted that last year MDEAT allocated \$273,000 to JSD to fund five positions for the Miami-Dade Intervention Initiative (MDII) Program. Teen Court received 95% of all juvenile delinquent referrals with the exception of juveniles who had drug problems or mental illnesses. He noted this allocation contributed to Teen Courts success this year more than previous years. Mr. Dixon noted MDEAT was unable to allocate \$273,000 to JSD this year, but could partially fund MDII in the amount of \$120,000 for two staff positions. He suggested that since MDEAT would not continue with its tutorial program, those funds could be used to assist the funding of the MCII unit.

Following further discussion regarding the \$120,000 allocation to JSD and the juvenile delinquent referrals, the Trust proceeded to vote.

It was moved by Reverend Walter T. Richardson that the allocation of \$120,000 be approved to fund two staff positions at the MSDII Unit of the JSD. This motion was seconded by Tamika Robinson and upon being put to a vote, passed unanimously by those members present (Chairman Robert Holland, Esq., Mr. Marc Douthit, Esq., Mr. Richard Cooper, and Ms. Treska V. Rodgers were absent).

B. 2011 Teen Court Annual Conference Recap

III. Advocacy Items

A. Action Committee Updates as applicable

IV. Executive Director's Report

V. Departmental Monthly Reports

- A. Fiscal**
- B. Housing**
- C. Teen Court/Youth Services**
- D. Public Information Services**

VI. New Business

VII. Schedule Next Meeting

There being no further business to come before the Trust, the meeting was adjourned at 4:20 p.m.

Ms. Natasha K. Nalls, Member
Miami-Dade Economic Advocacy Trust

BOARD MINUTES

JUNE 16, 2011

**OFFICIAL MINUTES
MIAMI-DADE ECONOMIC ADVOCACY TRUST
JUNE 16, 2011**

The Miami-Dade Economic Advocacy Trust (MDEAT) convened its meeting in the MDEAT Board Room, 19 West Flagler Street, Mezzanine Room #106, on June 16, 2011 at 3:30 p.m., there being present: Mr. Ron Butler, Mr. Marc Douthit, Esq., Ms. Stephanye Johnson, Ms. Barbara Montero, Mr. Carlos Morales, and Ms. Tamika Robinson (Ms. Natasha K. Nalls, Ms. Treska V. Rodgers, Ms. H. Leigh Toney and Reverend Walter T. Richardson was late; Chairman Robert Holland, Esq. and Mr. Richard Cooper was absent).

ROLL CALL

The following staff members were present: Executive Director John Dixon, Ms. Maria de la Portilla, Ms. Melba Gasque, Mr. Jose Gonzalez, Ms. Pamela Green, Mr. Eric Johnson, Ms. Angela Vaughns and Mr. Anthony Williams (Ms. Laverne Carlile, Mr. William Simmons and Mr. Joey Walker were absent); and Deputy Clerk Zorana Gainer.

In the absence of Chairman Holland, Vice Chairman Douthit chaired today's (6/1) meeting.

Vice Chairman Douthit called the meeting to order at 3:39 p.m.

**DISCLOSURE OF CONFLICTS OF INTEREST
QUERY FOR EARLY DEPARTURES**

-Approval of Previous Minutes

SOCIAL COMPACT PLATFORM DEMONSTRATION

I. Board Action Items – None Noted

II. Information Items

A. Foundation for Youth & Economic Development (formerly MMAP Foundation) Update

Mr. John Dixon provided an update regarding the reactivation of the MMAP Foundation, currently known as the "Foundation for Youth and Economic Development" (FYED). He noted as of today's date (6/15) the following developments had transpired:

- ≈ The reactivation of the Foundation was filed and updated with the State of Florida,
- ≈ The name change request to the Foundation for Youth and Economic Development was filed and updated with the State of Florida, and
- ≈ the Internal Revenue Service (IRS) filing was updated.

He noted the following updated information for the Foundation for Youth and Economic Development:

≈ Domain Name: www.FYED.org (registered and reserved only)

≈ Email Address: eric@fyed.org

≈ Phone Numbers: 1-800-718-8169 – Toll Free Mail Line – Voice/Fax
1-877-588-5809 – Toll Free Fax – Fax only

Mr. Ron Butler commended Mr. Dixon, Ms. Stephanye Johnson and Mr. Eric Johnson for their efforts and hard work on moving this initiative forward.

In response to Ms. Leigh Toney's inquiry regarding whether FYED would award grants, Mr. Johnson noted FYED would only receive grants at this time and would award grants once the Foundation had funding and approval to do so.

B. Social Compact Phase II Kick-off

Vice Chairman Douthit noted that Ms. Carolina Valencia of Social Compact would make a presentation via telephone regarding Social Compact Phase II. Mr. John Dixon noted that Trust members would receive a copy of this presentation.

Mr. John Dixon provided a brief update on the Social Compact Phase II kick-off, noting that the purpose of today's presentation was to cover the scope of work for Phase II.

Ms. Valencia discussed various issues, which included the following subjects:

- ≈ The platform to be developed would be housed on-line with accessibility determined by the Trust.
- ≈ Social Compact currently operated a similar on-line platform for the City of Detroit.
- ≈ The intent of a \$78,915.00 data donation from Social Compact Partners was to perform the foreclosure analysis.
- ≈ MDEAT would receive a license in perpetuity to use the on-line platform.
- ≈ Social Compact would provide payment terms and a fee schedule for updating data in the future.

≈ Social Compact will provide a milestone schedule for the project.

≈ Social Compact staff intends to regularly schedule project update meetings throughout the duration of the project and provide an update on the status of the project to the Trust.

Following the conference call, discussion ensued regarding the various concerns of the project.

Vice Chairman Douthit left the meeting and relinquished the Chair to Ms. Natasha Nalls.

Mr. Dixon asked members of the Trust to provide him a list of their concerns regarding the Social Compact contract that should be addressed.

Discussion ensued among the Trust regarding the scope of Social Compact, and all members present agreed this contract should include Social Compacts “Drill Down” market profile analysis.

Mr. Ron Butler pointed out the Drill Down profile would provide a more detailed and a deeper market analysis and would better reflect the areas of concern.

Stephanye Johnson expressed her concern that Social Compact needed specific area zip codes to query data because the income of residents in unincorporated areas and small municipalities varied greatly and these areas should be included in the query.

Ms. H Leigh Toney suggested that the Drill Down profile be added to the scope of services within the Social Compact contract.

In response to Ms. Toney’s suggestion, Mr. Dixon noted the Drill Down profile would cost more and he would present Social Compact representatives with a list of what Trust members would like included in the scope of services and request a price list for these items. He noted the Trust could then evaluate and determine which items were priorities within this contract.

Mr. Dixon advised the members of the Trust that the target areas for the disparity study included Miami Gardens, Opa-Locka, North Miami, Little Haiti, Homestead, Florida City, City of Miami including Overtown and Liberty City.

In response to Mr. Butler’s inquiry regarding Social Compact conducting studies only in the aforementioned target cities because the information would add value to MDEAT, Mr. Dixon noted he would follow up with Social Compact representatives regarding the Drill Down and the cost of using the target areas rather than municipal boundaries.

III. Advocacy Items

A. Economic Development Action Committee Update (EDAC)

Ms. Maria de la Portilla gave an update regarding activity of the Economic Development Action Committee (EDAC). She noted the EDAC had various projects and initiatives underway or planned for the 2010-2011 fiscal year. Ms. de la Portilla apprised Trust members that at the last EDAC meeting new initiatives were discussed, which included projects such as the Wi-Fi in Public Housing (Liberty Square Housing Projects). She noted this project involved free internet access to residents in that particular housing project in an effort to assist residents, and students with educational goals and purposes.

Ms. de la Portilla noted another project discussed was the E-Gardening program, which would educate business owners how to redesign their goals and priorities by identifying new strategies through creative planning. She pointed out during economic crisis business owners needed to design new marketing strategies in an effort to overcome losses in other areas.

Ms. de la Portilla noted the initiative of the Leadership in Energy and Environmental Design (LEED) Program began in October of 2010. She noted 50 contractors were trained and 20 contractors were provided scholarships to take the LEED examination. Approximately 12 contractors, to date, had registered for the LEED examination and the remaining were in the process of registering, she noted, it was the contractors responsibility to register and MDEAT would reimburse them for the fees.

In conclusion Ms. de la Portilla noted the Economic Development Summit was planned for July of 2011. She noted the Request for Proposal (RFP) had been released and the deadline for submittal was June 23, 2011. Ms de la Portilla further noted the members of EDAC discussed the summit and agreed to have two Economic Development Forums and the Summit would be held in September.

B. Teen Court Action Committee Update (TCAC)

Mr. Anthony Williams provided an update regarding the activities of the Teen Court Youth Action Committee (YAC), noting the meeting schedule for YAC was the third Thursday of each month at 10 a.m. She noted in an effort to increase participation of committee members at meetings, the committee recently expanded the membership from nine to 16 members.

Mr. Williams noted the following initiatives had been approved by the YAC over the summer:

- ≈ Safe Summer – Starting in June and consisting of a series of events to be held in the City of Miami parks and partnering with the City of Miami Police Department in an effort to engage young people in activities such as a Basketball Camp, Teens Speak Out, Teen Court Mock Trials, Movies, Roller Skating, Fireworks and a Health Fair/Book Bag Giveaway in August.
- ≈ A Philip Randolph institute Scholarship Program – In June the YAC would provide transportation for inner city youth and teen Court participants to the Gold Coast Railroad Museum in South Miami-Dade County.

- ≈ The State of Youth in Miami-Dade County Summits – In June and July the YAC would host summits in both Miami-Dade County West and North to hear the issues and recommendations from youths that would impact their lives in these two areas of the County.
- ≈ Attorney Training Program – In July or August this program would be expanded to a three day training event for young people to learn proper court procedures and participate in developing skills for the mock court exercises.

In conclusion Mr. Williams noted these initiatives would conclude the scheduled activities for the remainder of this fiscal year.

In response to Mr. Ron Butler's inquiry regarding the proposed Teen Court reality show, Mr. Williams noted the contract had been completed and forwarded to Assistant County Attorney Terrance Smith for review followed by marketing efforts to production companies.

IV. Executive Directors Report

Mr. John Dixon noted that he planned a meeting with Commissioner Sosa who was currently the Chairwoman of the Economic Development Housing Committee, which oversaw nominations for MDEAT members. He noted Commissioner Sosa was given a copy of the advertisement and applications for additional Trust members in an effort to move forward with the interviewing process. Mr. Dixon pointed out these seats would be advertised online and newspapers.

Mr. Dixon noted he would meet with Commissioner Monestime regarding the possible construction of an NBA (National Basketball Association) center similar to the existing NFL (National Football League) center.

Mr. Dixon noted on Friday, June 18th, 2011 he would give a presentation to the Social Economic Development Council regarding economic development and MDEAT initiatives concerning Social Economic Development.

Mr. Dixon noted in an effort to keep the Teen Court program under the purview of MDEAT he and staff had initiated a letter writing campaign. He pointed out that the Board of County Commissioners had the option in the year 2013 to move Teen Court to another Department. In an effort to show the effectiveness of the program and why the program should remain with MDEAT, Staff had requested that anyone involved or volunteered for this program to write independent letters detailing the importance and significance of the Teen Court Program.

Mr. Anthony Williams pointed out that the Teen Court program yielded a low recidivism rate, which was a critical reason to keep the program with MDEAT.

Further discussion ensued regarding why Teen Court should remain with MDEAT and the possible departments the Teen Court program could be moved.

V. Departmental Monthly Reports

- A. **Fiscal**
- B. **Housing – Walk-in**
- C. **Teen Court/Youth Services**
- D. **Public Information Services**

VI. New Business

VII. Schedule Next Meeting

Mr. John Dixon noted historically the Trust recessed during August, however last year the Chairman wanted to meet in August and it was up to the Trust whether they wanted to meet in August this year.

It was moved by Ms. Treska Rodgers to recess the MDEAT meeting in August. This motion was seconded by Mr. Ron Butler and upon being put to a vote, passed unanimously by those members present (Chairman Robert Holland, Esq., Marc Douthit and Mr. Richard Cooper was absent).

Mr. Dixon apprised Trust members that the next MDEAT meeting would be held on July 20, 2011.

Adjournment

There being no further business to come before the Trust the meeting was adjourned at 5:27 p.m.

Vice Chairman Marc Douthit, Esq.
Miami-Dade Economic Advocacy Trust

ACTION ITEM I A

MDEAT SOUTH DADE BUSINESS EXPO.



MEMORANDUM OF APPROVAL

TO: Miami-Dade Economic Advocacy Trust (MDEAT) Board
FROM: John E. Dixon, Executive Director
DATE: February 13, 2012
SUBJECT: MDEAT South Dade Business Expo

PURPOSE OF ITEM

The purpose of this item is to request the Board of Trustees to authorize staff through the Economic Development Action Committee to coordinate and implement the MDEAT South Dade Business Expo.

BACKGROUND INFORMATION

South Miami Dade County is home to a vast amount of small to mid-size minority businesses. The purpose of the MDEAT is to create a trade fair for businesses to gain information about financial services, governmental services, technical assistance and network with other businesses. In addition, this initiative will afford the South Dade business community an opportunity to display their companies in an effort to grow and develop their business.

FISCAL IMPACT

This event will not exceed \$10,000.00.

RECOMMENDATION

It is recommended that the Board of Trustees approve the budget of \$10,000.00.

ACTION ITEM I B

TEEN COURT FISCAL BUDGET



MEMORANDUM OF APPROVAL

TO: Miami-Dade Economic Advocacy Trust (MDEAT) Board
FROM: John E. Dixon, Executive Director
DATE: February 10, 2012
SUBJECT: Teen Court Fiscal Budget

PURPOSE OF ITEM

The purpose of this item is to request the Board of Trustees authorization to provide the programs as outlined for the FY 2011 – 2012. The request for funding will not exceed ninety-one thousand dollars (\$91,000.000). Prior to each event an itemized budget will be presented to the Board.

BACKGROUND INFORMATION

By presenting this schedule of events, the Board will have authorized Teen Court to plan and carry out activities that affect the young people we serve for the fiscal year.

FISCAL IMPACT

The fiscal impact will be ninety-one thousand dollars (\$91,000.00).

RECOMMENDATION

It is recommended that the Board of Trustees approve the budget of ninety-one thousand dollars (\$91,000.00) for Teen Court.

SCHEDULE 2012

MONTH	ACTIVITY	COST	STAFF
January			
February	West Dade Summit	\$ 5,000.00	Anthony Williams/Joey Walker/Levon Inniss/Melba Gasque/Araceli Acosta
March			
April	North Dade Summit ----- Back to South Dade Summit	\$ 5,000.00 ----- \$ 3,000.00	Anthony Williams/Joey Walker/Levon Inniss/Melba Gasque/Araceli Acosta
May	Fifth Annual Youth Conference	\$65,000.00	Anthony Williams/LaVerne Carlile/Levon Inniss/Frank Tarrau/Melba Gasque/Araceli Acosta/Bernadette Aristide
June	Safe Summer	\$ 8,000.00	Anthony Williams/Levon Inniss/Frank Tarrau/Melba Gasque/Araceli Acosta
July	Safe Summer	Same as June	Anthony Williams/Levon Inniss/Frank Tarrau/Melba Gasque/Araceli Acosta
August	Safe Summer ----- Youth Attorney Training	Same as June ----- \$ 5,000.00	Anthony Williams/Levon Inniss/Frank Tarrau/Melba Gasque/Araceli Acosta ----- All Teen Court Staff
September			
		Total.....	\$91,000.00

ACTION ITEM I C

TEEN COURT WEST DADE SUMMIT EXPENDITURE BUDGET



MEMORANDUM OF APPROVAL

TO: Miami-Dade Economic Advocacy Trust (MDEAT) Board

FROM: John E. Dixon, Executive Director

DATE: February 10, 2012

SUBJECT: West-Miami Dade Teen Court Summit

PURPOSE OF ITEM

The purpose of this item is to request the Board's approval of West Miami-Dade Teen Court Summit itemization of expenditures. This expenditure will not exceed five thousand dollars (\$5,000.00).

BACKGROUND INFORMATION

The Teen Court Summit is tentatively scheduled for the second week of April.

Budgets for the Summit:

District 6 Community Center	\$ 500.00
Press information for the event	\$2,000.00
Printing for the event	\$1,500.00
Food for the event	<u>\$1,000.00</u>
	\$5,000.00

FISCAL IMPACT

The fiscal impact will be five thousand dollars (\$5,000.00).

RECOMMENDATION

It is recommended that the Board of Trustees approve the expenditure of five thousand dollars (\$5,000.00) for the West Miami-Dade Teen Court Summit.

ACTION ITEM I D

ECONOMIC DEVELOPMENT ACTION COMMITTEE PROGRAM BUDGET



MEMORANDUM OF APPROVAL

TO: Miami-Dade Economic Advocacy Trust (MDEAT) Board
FROM: John E. Dixon, Executive Director
DATE: February 15, 2012
SUBJECT: EDAC Program Budget

PURPOSE OF ITEM

The purpose of this item is to request the Board of Trustees authorization to provide the programs as outlined for the FY 2011 – 2012 EDAC Program year. The request for funding will not exceed one hundred thousand three hundred dollars (\$100,300.000). Prior to each event an itemized budget will be presented to the Board.

BACKGROUND INFORMATION

Attached for the Board perusal and approval is the EDAC program budget for FY 2011-12.

FISCAL IMPACT

The fiscal impact will be one hundred thousand three hundred dollars (\$100,300.00)

RECOMMENDATION

It is recommended that the Board of Trustees approve the EDAC FY 2011-12 program budget of one hundred thousand three hundred dollars (\$100,300.00).

**MIAMI-DADE COUNTY
MIAMI-DADE ECONOMIC ADVOCACY TRUST**

ECONOMIC DEVELOPMENT

BUDGET FY 2011/12

Subobject Description	Budget
00110 SALARIES	70,000
01010 FRINGES	15,000
01111 ADMINISTRATIVE CHARGES	50,000
60620 PROGRAMS	151,000
2010/11 PROGRAMS PAID ON 2011/12	
Miami-Dade College	30,000
LEED Examination	700
Publi Housing Wi-Fi	10,000
DSG Consultant	10,000
	<u>(50,700)</u>
AVAILABLE FOR PROGRAMS	100,300
EXPENDITURE TOTAL	<u>235,300</u>

INFORMATION ITEM II A
TEEN COURT RETENTION

INFORMATION ITEM

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board

FROM: John E. Dixon, Executive Director

Date: February 10, 2012

Subject: Teen Court Retention

The campaign continues to request letter of support from Teen Court students, volunteers, referrals from the program, parents, elected officials, principals/coordinators of Student court, the State Attorney's and Public Defender's Office. To date we have received forty (40) letters of support. This campaign will continue to the end of March.

These letters will be forwarded to Commissioner Audrey M. Edmonson for the Board of County Commissioners (BCC) recommendation on the placement of Teen Court. The BCC will be hearing presentations from the MDEAT Board and Honorable community leaders regarding MDEAT retaining the Teen Court Program.

INFORMATION ITEM II B

**TEEN COURT DIRECT FILE MEETING
UPDATE**

INFORMATION ITEM

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board

FROM: John E. Dixon, Executive Director

Date: February 10, 2012

Subject: Chet Zerlin Meeting

Anthony Williams met with Chet Zerlin, Chief Assistant, Operations, State Attorney's Office and Leon Botkin, Assistant State Attorney, Juvenile Division Chief to discuss two issues; (1) the requested letter of support for Teen Court remaining with MDEAT and (2) to the State Attorney's position on Direct Filing of juveniles. The position of the State Attorney's Office is that Direct Filing is not a big problem in Miami-Dade County. In Miami-Dade County there were only one hundred and ninety-six (196) individuals that were Direct Filed last year and the majority of them were Direct Filed because juveniles can be held only twenty-one (21) days before they must go to court. The court system cannot process them in that period so they are released and they are involved in other numerous offences having been arrested, released numerous times. So to get them off the streets and to stop them from committing additional crimes the juveniles are Direct Filed.

The problem of Direct Filing is much less in Miami-Dade County than in Brooklyn, New York which is about the same size where thirteen thousand (13,000) juveniles were Direct Filed last year. Also the reporting method used is more extensive in Florida than in New York.

Mr. Zerlin is unable to give Teen Court a support letter due to the importance of the State Attorney's Office remaining neutral in all cases.

INFORMATION ITEM II C

**TEEN COURT MEETING WITH PUBLIC
DEFENDER'S OFFICE**

INFORMATION ITEM

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board

FROM: John E. Dixon, Executive Director

Date: February 10, 2012

Subject: Carlos J. Martinez Meeting

Anthony Williams met with Carlos J. Martinez, Public Defender, 11th Judicial Circuit to discuss two (2) issues; (1) the requested letter of support for Teen Court remaining at MDEAT and (2) to get the Public Defender position on Direct Filing of Juveniles. The position of the Public Defender is that the numbers for direct Filing are low in Miami-Dade County, but the tactic of the State Attorney's Office is to use Direct Filing as a hammer when dealing with juveniles. The juvenile and his family are threatened with Direct Filing if they do not plead guilty to the charges to remain in the juvenile system and thereby having a record for life. This tactic insures that the numbers of Direct Filing of youth will always be low.

Mr. Martinez gave us his letter of support for Teen Court remaining with MDEAT. Also he has serve as a judge in the Teen Court Program for the past two (2) years. Mr. Martinez has assisted the program with the recruitment of Assistant Public Defenders as judges for Teen Court.

INFORMATION ITEM II D

MDHA COMPUTER / WI-FI TRAINING



INFORMATION ITEM

TO: Members of the MDEAT Trust.

FROM: Maria Diaz de la Portilla

DATE: February 15, 2012

SUBJECT: MDEAT and Miami Dade Public Housing Community Development WiFi Project.

The Annie Coleman/ Wi-Fi Project is a partnership between MDEAT and The Miami Dade Public Housing Agency designed to train public housing residents living at The Annie Coleman Public Housing Project to become computer literate.

The computer training will be held at Merline Matthews Community Center located at 5200 N.W. 22 Ave and will start approximately in the month of March when the equipment arrives. MDEAT staff will be doing a walk through this month to see the site before the computers arrive.

As soon as the equipment is on site MDEAT will schedule an event for the MDEAT Board and staff to visit the site and take pictures with participants. MDEAT staff will visit the center and interview public housing residents that are participating in the computer training, as soon as the computer classes begin to take place.

In order to determine the impact of the computer training and the effect it had on participants, staff will interview participants after the completion of the program.

INFORMATION ITEM II E
MDEAT HAP PROGRAM UPDATE



MEMORANDUM OF APPROVAL

TO: Miami Dade Economic Advocacy Trust Board Members

FROM: John Dixon, Executive Director

DATE: February 10, 2012

SUBJECT: Homeownership Assistance Program (HAP) Allowable Assistance Adjustment

PURPOSE OF ITEM

This is to request MDEAT Trust Board approval to amend the maximum permitted amount received through MDEAT's Homeownership Assistance Program (HAP). The request is to amend (maximum permitted) amount for Low and Very-Low Income Households to the lower of 10% of property sale price or \$7,000.00 and for Moderate and Middle Households to the lower of 4% of property sale price or \$4,500.00.

BACKGROUND

A Low-Income Household is one who's gross annual income adjusted for family size (AGI) does not exceed 80% of the county's median income. A Very Low-Income Household is one who's gross annual income adjusted for family size (AGI) does not exceed 50% of the county's median income. The Documentary Surtax Statute requires that "No less than 50 percent of the funds used in each county to provide such housing assistance shall be for the benefit of low and very-low income families."

This requested amount is a decrease of \$3,000.00 in each category versus the current maximum permissible allowed amounts. Documentary Surtax revenue has stayed flat (FY2011-12 estimated at \$1.6MM which is same as FY2010-11). Demand for funds has doubled and continues to increase. The number of funded families as of January 2012 is 107 compared to January 2011 where only 55 families had been funded. Production reports from these periods are attached for numerical reference.

FISCAL IMPACT TO AGENCY

The current MDEAT Documentary Surtax account balance is slightly over \$335,000.00. Funds are being allocated based on revenue received in the previous month. There is no adverse impact and funding will stay within anticipated HAP funding for FY2011-12.

RECOMMENDATION

It is recommended that the MMAP Board of Trustees approve amending the maximum permitted assistance amount for Low and Very-Low Income Households to the lower of 10% of property sale price or \$7,000.00 and to the lower of 4% of property sale price or \$4,500.00 for Moderate and Middle Borrowers.

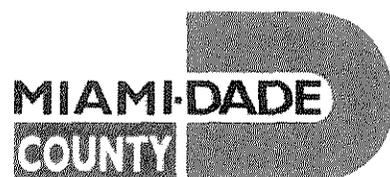
ACTION ITEM I F

**MLK ECONOMIC DEVELOPMENT CORP.
CENTER PROPOSAL**

DEPARTMENTAL MONTHLY REPORT

V. A

Fiscal Report



MIAMI-DADE ECONOMIC ADVOCACY TRUST

FISCAL REPORT

FISCAL YEAR 2011/12

As of January 31, 2011

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ADMINISTRATION (G.F.)

FISCAL MANAGEMENT REPORT FY 11/12

As of January 31, 2011

Subobject	Description	Budget	Actual	Balance
00110	SALARIES	397,000	164,084	232,916
01010	FRINGES	132,600	47,695	84,905
01111	ADMINISTRATIVE CHARGES	-451,800		-451,800
11618	COURIER SERVICES		8	-8
22350	BOTTLED WATER & CH	200	116	84
22430	OTHER OUTSIDE CONT	500		500
23210	GENERAL LIABILITY	10,800	10,800	0
24130	MAINT & REPAIR:OFF	1,000	298	702
24571	P.C. MAINT	6,000	931	5,069
25330	COPY MACHINE RENTA	6,000	41	5,959
25511	PAYMENTS TO LESSOR	134,000	55,621	78,379
26028	GSA SERVICE TICKET	2,000		2,000
26040	GSA WORK ORDERS	2,000		2,000
26050	GSA PRINTING & REP	6,000	290	5,710
26051	GSA POSTAGE		363	-363
26062	FM LT EQ MILEAGE	500	72	428
26063	FM LT EQ PARTS	100		100
26068	FM ACC/ABU/MOD	500		500
26077	FM-POOL VEHICLE HO	2,000	153	1,847
26110	DATA PROCESSING SE	4,000	860	3,140
26260	OTHER CHARGES FOR	800		800
26613	CLERK-RECORDS STOR	500	35	465
31010	TELEPHONE-REGULAR	11,600	3,142	8,458
31011	TELEPHONE-LONG DIS	600	161	439
31015	CELLULAR PHONE SER	3,500	491	3,009
31018	OTHER COMMUNICATIO	1,500	1	1,499
31110	PUBLICATIONS	300		300
31130	MEMBERSHIPS	200		200
31210	TRAVEL EXPENSE-U.S	3,000	397	2,603
31215	TRAVEL EXPENSE-PCA		604	-604
31220	REGISTRATION FEES	500	220	280
31320	PARKING REIMBURSEM	400		400
31401	NEWSPAPER ADVERTIS	8,000	372	7,628
31402	NEWSPAPER ADVERTIS	4,000		4,000
31408	RADIO ADVERTISING	9,000		9,000
31420	SPONSORSHIPS/MARKE	4,000		4,000
31510	OUTSIDE PRINTING	2,000		2,000
31520	GRAPHIC SERVICES	2,000	703	1,297
31540	SIGNS READY MADE		436	-436
31611	POSTAGE-REGULAR MA	500		500
31910	PETTY CASH EXPENDI	500		500

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ADMINISTRATION (G.F.)

FISCAL MANAGEMENT REPORT FY 11/12

As of January 31, 2011

Subobject	Description	Budget	Actual	Balance
32010	INSERVICE TRAINING	500		500
41016	GASOLINE-UNLEADED		58	-58
43231	COMMUNICATION EQUI	200		200
47010	OFFICE SUPPLIES/OU	500		500
47011	GSA CENTRAL SERVIC	6,000	361	5,639
49310	CLOTHING AND UNIFO	500		500
60620	GRANTS TO OTHERS	10,000		10,000
95021	COMPUTER EQUIPMENT	5,000		5,000
	EXPENDITURE TOTAL	329,000	288,313	40,687

MIAMI-DADE ECONOMIC ADVOCACY TRUST

ECONOMIC DEVELOPMENT

FISCAL MANAGEMENT REPORT FY 11/12

As of January 31, 2011

Subobject	Description	Budget	Actual	Balance
00110	SALARIES	70,000	20,575	49,425
01010	FRINGES	15,000	4,381	10,619
01111	ADMINISTRATIVE CHARGES	50,000		50,000
21110	MANAGEMENT SERVICE		13,450	-13,450
26050	GSA PRINTING & REP	200		200
60620	GRANTS TO OTHERS	150,700	10,950	139,750
	EXPENDITURE TOTAL	285,900	49,356	236,544

MIAMI-DADE ECONOMIC ADVOCACY TRUST

HOUSING ASSISTANCE PROGRAM

FISCAL MANAGEMENT REPORT FY 11/12

As of January 31, 2011

Subobject	Description	Budget	Actual	Balance
R31900	OTHER TAXES	1,478,000	344,020	1,133,980
R36100	INTEREST EARNINGS	1,000	258	742
R36900	OTHER MISCELLANEOU	50,000	80,690	-30,690
R38900	OTHER NON REVENUE(858,000	728,395	129,605
	REVENUE TOTAL	2,387,000	867,508	1,519,492
00110	SALARIES	138,000	53,621	84,379
01010	FRINGES	34,000	12,599	21,401
01111	ADMINISTRATIVE CHARGES	50,000		50,000
26050	GSA PRINTING & REP	600		600
26616	RECORDING FEES	500	110	390
32010	INSERVICE TRAINING	800		800
47011	GSA CENTRAL SERVIC	400		400
60620	HAP PROGRAM	2,162,600	809,270	1,353,330
78030	ESCROW AGENT	100	40	60
	EXPENDITURE TOTAL	2,387,000	875,640	1,511,360

TEEN COURT PROGRAM

FISCAL MANAGEMENT REPORT FY 10/11

As of January 31, 2011

Subobject	Description	Budget	Actual	Balance
R35900	OTHER FINES AND/OR	1,200,000	294,381	905,619
	CARRYOVER	293,000	597,524	-304,524
R36100	INTEREST EARNINGS	5,000	447	4,553
	REVENUE TOTAL	1,498,000	892,352	605,648
	00110 SALARIES	805,000	210,137	594,863
	01010 FRINGES	242,000	50,705	191,295
	01111 ADMINISTRATIVE CHARGES	282,200	0	282,200
	22310 SECURITY SERVICES	12,000	4,370	7,630
	22350 BOTTLED WATER & CH	100	21	79
	22430 OTHER OUTSIDE CONT	3,500	1,155	2,345
	24130 MAINT & REPAIR:OFF	1,000	215	785
	25330 COPY MACHINE RENTA	5,000	1,672	3,328
	25511 PAYMENTS TO LESSOR	12,400	800	11,600
	26032 GSA AFT.HOUR CHRGS	12,000	1,560	10,440
	26050 GSA PRINTING & REP	2,000	1,157	843
	26051 GSA POSTAGE		116	-116
	26062 FM LT EQ MILEAGE	3,000	332	2,668
	26077 FM-POOL VEHICLE HO	2,000	172	1,828
	26260 OTHER CHARGES FOR		120	-120
	31210 TRAVEL EXPENSE-U.S	1,000	1,575	-575
	31220 REGISTRATION FEES	200	930	-730
	31402 NEWSPAPER ADVERTIS	5,000		5,000
	31420 SPONSORSHIPS/MARKE	5,000		5,000
	31510 OUTSIDE PRINTING	600		600
	31611 POSTAGE-REGULAR MA	500		500
	33050 OTHER GENERAL OPER		25	-25
	47011 GSA CENTRAL SERVIC	8,000	1,661	6,339
	49310 CLOTHING AND UNIFO	2,500		2,500
	60240 OTHER TRANSPORTATI		432	-432
	60620 GRANTS TO OTHERS	93,000	14,500	78,500
	EXPENDITURE TOTAL	1,498,000	291,655	1,196,718

DEPARTMENTAL MONTHLY REPORT

V. B

HOUSING UNIT REPORT

MIAMI DADE ECONOMIC ADVOCACY TRUST HOMEOWNERSHIP ASSISTANCE PROGRAM September 2011			
General Statistics	Month of September 2011	Fiscal Year Ending September 30, 2011	
Total Applications Processed	44	312	
Total Purchase Price	\$5,465,460.00	\$37,619,924.00	
Total amount in 1st Mortgages	\$4,981,422.00	\$33,657,314.00	
Total Amt SURTAX & Other Subsidies	\$337,240.00	\$2,667,674.00	
Total Loans Funded	27	241	
Total HAP/ MMAP-HAP Funding	\$206,388.00	\$1,638,309.00	
Total Purchase Price	\$3,294,680.00	\$32,524,525.00	
Average Sales Price (Funded Loans)	\$122,025.19	\$134,956.54	
Total amount in 1st Mortgages	\$2,972,852.00	\$28,247,572.00	
Average 1st Mortgage (Funded Loans)	\$110,105.63	\$117,209.84	
Total Amt SURTAX Funding	\$96,000.00	\$1,329,638.00	
Other Loans	\$124,700.00	\$1,025,868.00	
Estimated Increase to Tax Base *	\$67,500.00	602,500.00	
* Based on annual taxes of \$2500/yr.	Ave. HAP Ln Amt. (incl. teachers)	\$6,797.96	
Head of Household			
Female	17	119	
Male	10	122	
Total	27	241	
Ethnicity			
Black	5	83	
Hispanic	19	144	
White	3	12	
Other	0	2	
Total	27	241	
Median Income Level			
Very Low	4	37	
Low	18	123	
Median	3	31	
Median Moderate	2	50	
Total	27	241	
Commission District			
District 1 - Barbara Jordan	6	54	
District 2 - Jean Monestime	2	10	
District 3 - Audrey Edmonson	0	5	
District 4 - Sally A. Heyman	0	0	
District 5 - Bruno A. Barreiro	0	2	
District 6 - Rebecca Sosa	1	11	
District 7 - Xavier L. Suarez	0	2	
District 8 - Lynda Bell	11	83	
District 9 - Dennis C. Moss	4	38	
District 10 - Javier D. Souto	2	6	
District 11 - Joe A. Martinez	1	10	
District 12 - Jose "Pepe" Diaz	0	16	
District 13- Esteban Bovo Jr.	0	4	
Total	27	241	

MIAMI DADE ECONOMIC ADVOCACY TRUST HOMEOWNERSHIP ASSISTANCE PROGRAM January 2012			
General Statistics	Jan.12	YTD Jan. 2012	
Total Applicants	0	104	
Total Purchase Price	\$0.00	\$12,793,195.00	
Total amount in 1st Mortgages	\$0.00	\$11,433,301.00	
Total Amt SURTAX & Other Subsidies	\$0.00	\$514,530.00	
Total Loans	14	107	
Total MMAP Funding	\$118,965.00	\$839,532.00	
Total Purchase Price	\$1,961,400.00	\$14,670,260.00	
Average Sales Price	\$140,100.00	\$137,105.23	
Total amount in 1st Mortgages	\$1,878,051.00	\$12,877,605.00	
Average 1st Mortgage	\$134,146.50	\$120,351.45	
Total Amt SURTAX Funding	\$0.00	\$254,600.00	
Other Loans	\$7,500.00	\$372,030.00	
Estimated Increase to Tax Base	\$35,000.00	\$267,500.00	
* Based on annual taxes of \$2500/yr.	Ave. HAP Ln Amt.	\$7,846.09	
Head of Household			
Female	3	40	
Male	11	67	
Total	14	107	
Ethnicity			
Black	3	26	
Hispanic	10	72	
White	1	6	
Other	0	3	
Total	14	107	
Median Income Level			
Very Low	2	14	
Low	10	60	
Median	0	22	
Median Moderate	2	11	
Total	14	107	
Commission District			
District 1 - Barbara Jordan	3	21	
District 2 - Jean Monestime	0	9	
District 3 - Audrey Edmonson	0	2	
District 4 - Sally A. Heyman	0	1	
District 5 - Bruno A. Barreiro	0	1	
District 6 - Rebecca Sosa	1	6	
District 7 - Xavier L. Suarez	0	1	
District 8 - Linda Bell	7	41	
District 9 - Dennis C. Moss	2	14	
District 10 - Javier D. Souto	1	4	
District 11 - Joe A. Marinez	0	4	
District 12 - Jose "Pepe" Diaz	0	3	
District 13 - Esteban Bovo Jr.	0	0	
Total	14	107	

MIAMI DADE ECONOMIC ADVOCACY TRUST HOMEOWNERSHIP ASSISTANCE PROGRAM (HAP) Production Report - January 2011			
General Statistics	January 2011	YTD January 2011	
Total Applicants	22	73	
Total Purchase Price	\$2,587,155.00	\$8,095,614.00	
Total amount in 1st Mortgages	\$2,156,917.00	\$7,264,304.00	
Total Amt SURTAX & Other Subsidies	\$375,032.00	\$835,352.00	
Total Loans	19	55	
Total HAP Funding	\$114,910.00	\$315,720.00	
Total Purchase Price	\$2,432,565.00	\$6,988,395.00	
Average Sales Price (Funded Loans)	\$128,029.74	\$127,061.73	
Total amount in 1st Mortgages	\$2,151,965.00	\$6,285,894.00	
Average 1st Mortgage (Funded Loans)	\$113,261.32	\$114,288.98	
Total Amt SURTAX Funding	\$210,000.00	\$413,500.00	
Other Loans	\$0.00	\$111,020.00	
Estimated Increase to Tax Base *	\$47,500.00	\$137,500.00	
* Based on annual taxes of \$2500/yr.	Ave. HAP Ln Amt (incl. teachers)	\$5,740.36	
Head of Household			
Female	11	31	
Male	8	24	
Total	19	55	
Ethnicity			
Black	7	26	
Hispanic	12	28	
White	0	0	
Other	0	1	
Total	19	55	
Median Income Level			
Very Low	5	8	
Low	11	29	
Median	0	6	
Median Moderate	3	12	
Total	19	55	
Commission District			
District 1 - Barbara Jordan	3	17	
District 2 - Jean Monestime	0	1	
District 3 - Audrey Edmonson	1	2	
District 4 - Sally A. Heyman	0	0	
District 5 - Bruno A. Barreiro	0	0	
District 6 - Rebecca Sosa	0	0	
District 7 - Carlos A. Gimenez	1	1	
District 8 - Lynda Bell	7	17	
District 9 - Dennis C. Moss	4	8	
District 10 - Javier D. Souto	1	2	
District 11 - Joe A. Marinez	1	2	
District 12 - Jose "Pepe" Diaz	0	4	
District 13 - Natacha Seijas	1	1	
Total	19	55	

DEPARTMENTAL MONTHLY REPORT

V. C

TEEN COURT UNIT REPORT

Memorandum



MIAMI-DADE ECONOMIC ADVOCACY TRUST

TEEN COURT REPORT

To: Miami-Dade Economic Advocacy Trust (MDEAT) Board
From: John E. Dixon, Executive Director
Date: February 8, 2012
Subject: Comprehensive Teen Court Report for January 2012

PURPOSE OF ITEM

The purpose of this item is to inform the Miami-Dade Economic Advocacy Trust (MDEAT) Board, of Miami-Dade County Teen Court (M-DCTC) performance and activities for the month of January.

BACKGROUND INFORMATION

Program Activities

January 3, 2012: Teen Court peer-jury trial operations resumed after postponement period, covering December 19th through 29th of 2011, in alignment with Miami-Dade Public Schools' Winter Recess.

January 9th, 12th, 24th, and 25th of 2012: Teen Court staff conducted *Victim's Awareness Panel Workshop (VAP)*-an interactive workshop that sparks dialogue between participants, parents and/or guardians. Forty-nine (49) individuals comprised of both program participants and their parents discussed the value of forgiveness, restoration, and repair of lost trust as well as how various crimes committed impact the family and community.

January 18, 2012: In collaboration with Miami-Dade County Corrections and Rehabilitation, eighteen (18) Teen Court youth were afforded an opportunity to attend the Turner Gilford Knight (TGK) Correctional Facility Jail Tour and twelve (12) participated in the Boot Camp Jail Tour. These tours serve as crime prevention and intervention tools, providing participants with an understanding of the consequences of engaging in negative actions.

January 20, 2012: Miami-Dade County Teen Court conducted its annual Staff Retreat, which was held at the Miami Beach Police Department, 1100 Washington Avenue, Miami Beach, Florida. The retreat focused on building Teen Court staffs' knowledge,

competency, and proficiency in the area of youth development and advocacy. Aside from hearing presentations dedicated to increasing staffs' knowledge about Teen Court's role as advocates for youth, in alignment with MDEAT's mission, staff participated in problem solving and strategic planning efforts geared towards improving operational efficiency along the following:

- Crafting Teen Court's Annual Calendar of Events, budget, and action planning;
- Understanding and navigating the procurement process, relevant to Teen Court programming, with emphasis on the importance of planning ahead;
- And identifying strategies for improving case management efficiency and effectiveness.

Program Performance

Referrals: Teen Court received a combined total of fifty-five (**55**) referrals from various juvenile justice agencies, to include the Juvenile Services Department (JSD), and Miami-Dade County State Attorney's Office on behalf of Broward County Teen Court (BCTC). M-DCTC assists BCTC with co-monitoring cases involving youth who have committed crimes in Miami-Dade County although residing in Broward County.

Community Service: Teen Court generated eight hundred nineteen (819) community service hours. This total included two hundred ninety-four (294) completed by defendants, three hundred thirty-six (336) performed by youth volunteers, and one hundred eighty-nine (189) community service hours were provided by adults, serving as jury monitors as well as legal professionals volunteering as judges, presiding over Teen Court hearings.

Offender Information for January 2012

Referrals per fiscal year:

12/31/98 – 09/30/99	334	Carried Over	2,909
10/01/99 – 09/30/00	506	10/01/07 – 09/30/08	356
10/01/00 – 09/30/01	323	10/01/08 – 09/30/09	424
10/01/01 – 09/30/02	336	10/01/09 – 09/30/10	454
10/01/02 – 09/30/03	293	10/01/10 – 09/30/11	619
10/01/03 – 09/30/04	390		
10/01/04 – 09/30/05	267	10/01/11 – 10/30/11	22
10/01/05 – 09/30/06	215	11/01/11 – 11/30/11	53
10/01/06 – 09/30/07	245	12/01/11 - 12/31/11	84
		01/01/12 – 01/31/12	55
	2,909	TOTAL REFERRALS	4,976

Monthly Sanctions for Referrals Completed (January 2012)

Anti-Theft Class Attendees	33	Jail Tour Attendees	30
Curfew	0	Jury Duties Completed	167
Declined referrals	1	Letter of Apology/Closed	22
Civics and Business Attendees	0	Peer Circle Attendees	57
Substance Abuse Attendees	45	Restitution	0
Essay Completed/Closed Cases	22	Victim Awareness Panel	
Ethics Workshops Attendees	25	Workshop Attendees	49
Hours of Community Service/ Closed Cases	294	Verbal Apology to Parent	24

Offenses and Number of Charges:

Note: Some defendants have multiple charges

Battery (simple)	1
Burglary (unoccupied structure)	1
Criminal Mischief	2
Defiant	1
Disorderly Conduct	4
Drug Use	1
Fighting	1
Fraud	2
Lying	1
Petty Theft	4
Possession of Gun	1
Resisting Violence	4
Retail Theft	37
Strong Arm Robbery	1
Trespassing	1

Referral Sources:

Department of Juvenile Justice	7
Miami-Dade County	
School Based Referrals	0
Civil Citation Program	39
State Attorney's Office	3
Prevention Incentive Program (PIP)	4
Other Agencies	2

Age:

Seven	0
Eight	0
Nine	0
Ten:	0
Eleven	1
Twelve	3
Thirteen	1
Fourteen	9
Fifteen	17
Sixteen	12
Seventeen	11
Eighteen	1

Race:

African American	21
Caucasian	7
Hispanic	27
Other	0

Gender:

Female	25
Male	30

Commission Districts January 2012:

1	6
2	10
3	9
4	4
5	4
6	4

7	2
8	0
9	3
10	3
11	4
12	1

13	2
Broward	3

Commission Districts for Fiscal Year 10/01/11 – 10/31/12

1	13
2	23
3	20
4	8
5	14
6	9

7	6
8	16
9	38
10	10
11	14
12	7

13	5
Broward	14

COMPARISON OF YEAR-TO-DATE REFERRALS

Referrals for 10/01/10 – 09/30/11		Referrals 10/01/11– 09/30/12	
Date cases received	No.	Date cases received	No.
10/01/10 – 10/31/10	22	10/01/11 – 10/31/11	22
11/01/10 – 11/30/10	75	11/01/11 – 11/30/11	53
12/01/10 – 12/31/10	46	12/01/11 – 12/31/11	84
01/01/11 – 01/31/11	75	01/01/12 – 01/31/12	55
TOTAL	172	TOTAL	214

DEPARTMENTAL MONTHLY REPORT

V. D

PUBLIC INFORMATION REPORT

Memorandum



TO: Miami-Dade Economic Advocacy Trust Board
THRU: John E. Dixon, Jr., Executive Director
DATE: Wednesday, February 15, 2012
SUBJECT: Marketing and Public Information Report

For your review, please find below the activities that were implemented to help the agency reach its audience via visual communications and printed materials for January - February 2012.

Offices of Marketing and Public Information provides assistance to the MDEAT Trust, Action Committees Chairpersons and staff liaisons, CBO's, and residents announcing our advocacy efforts and community empowerment initiatives created for. A multi-mix of collateral materials and promotional information are utilized to deliver the MDEAT message including: letters, flyers, radio and newspaper advertising placement, television interviews, news articles, press releases, photos, website event placement and updates, email listings, and other functions. Offices of Marketing and Public Information assist with logistics of all MDEAT events. All are available for your review and comply with county branding.

- A. The unit continually provides support to the MDEAT Trust Board, Executive Director, Economic Development Unit, Housing Assistance Program, Teen Court Program, Procurement/Purchasing Liaison, Fiscal Unit, and other operations of the agency.
- B. Post and edit all scheduled meetings for the MDEAT Board, and Action Committees along with other agency notifications.
- C. Monitor all Miami-Dade Board of County Commission and Commission Committee meetings.
- D. Continuously monitor newspapers, magazines, radio, and TV broadcasts.
- E. Youth Action Committee (YAC)
Miami-Dade County Teen Court Program

Prepared printed materials, press releases, and assist with outreach for the program. In addition, implement radio and newspaper awareness for the program.

- 1. Coordinating with Clerk of the Courts Harvey Ruvin and MDEAT Board Chairman Robert Holland to have the Teen Court video (produced in-house with MDTV) presented to citizens before each Jury Pool session.
- 2. Mailed out and followed up on letter of support with printed materials.
- 3. Sent Teen Court Newsletter – Winter 2012 edition to print.
- 4. Incorporated Teen articles/editorials for the Teen Court Newsletter.
- 5. Participated in Teen Court Annual Retreat held on Friday, January 20th.
- 6. Designing layout to purchase a Pop-Up Display.

F. Housing Advocacy Committee - Housing Assistance Program (HAP)

Prepared printed materials, press releases, and assisted with outreach for the committee. In addition, implement radio and newspaper awareness for the program.

1. Reviewing 2nd Draft for Housing Brochure.
2. Working with PR Housing Subcommittee on future initiatives and events.
3. Create Press Releases for Trainings as needed
4. Discussing and coordinating logistics for a large Housing event
5. Designed and printed palm card/brochure for Committee Chairperson's trip to Dade Days in Tallahassee

G. Economic Development Action Committee

2011 Metro Miami Equity Summit and Roundtables (MMES)

Continue coordinating with the Committee and DSG Consultants for the closeout of the MMES Initiatives. Will provide updates to the community utilizing: letters; flyers; radio, newspaper and TV advertising placement; radio commercials-interviews; news articles; press releases; digital photography; website event placement; emails; and future meetings once the 2012 MMES Action Plan is launched.

1. Available for review
MDEAT MMES Commercial on Comcast - 160 - spots started 9/21 - 9/30
BET - North, Miami, South / Radio One / OWN and ESPN.
<http://blusource.bluwaveproductions.com/index.php/order/details/009146/preview>
(cut and paste above in server).
2. Ongoing update of all materials on the website.

H. New Board Member Recruitment

1. The Office of Commissioner Rebeca Sosa, the Nominating Council Members along with MDEAT will begin the interview process this week.
2. Since the submission of the new board member applications, numerous conversations have taken place with the candidates informing them when the interview process will begin.
3. Website will reflect the progress made by the Nominating Council, and announce the New Board member appointments once approved by Miami-Dade Board of County Commissioners.

I. MDEAT New Website, www.miamidade.gov/MDEAT:

1. Staff members now updating web pages with some guidance from GSA department.
2. Updated Website prior to moratorium.

3. All County websites were under a web content update moratorium until February 6, 2012.

J. Revising/upgrading all promotional materials:

1. Housing Assistant Program – Designed and printed palm card/brochure for Committee Chairperson's trip to Dade Days
2. Economic Development
3. MDEAT
4. Action Committees

K. MDEAT Newsletter – Working on layout of newsletter in email format.

L. Annual Report 2009-2010 – Reviewing all MDEAT Divisions information that was submitted for fiscal year 2009-2010.

1. Drafted Letter for Chairman
2. Drafted Letter for Executive Director
3. Scheduling photo shoots

M. Foundation for Youth and Economic Development

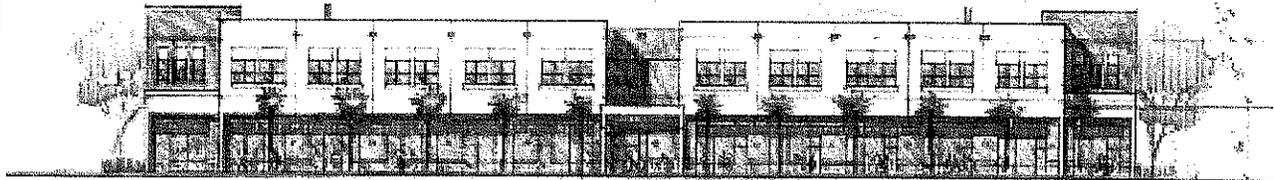
1. Assisting with the development and all *start-up* materials needs of the Foundation:
Letterhead, collateral materials, press releases, outreach and all other public relations concepts.
2. Working closely with the event organizing team, Foundation, and MDEAT representatives.
3. Designed and printed FYED palm card/brochure for Golf Comedy Jam introducing the new community organization

N. Community Meetings/Forums/Fairs/Workshops attended

1. On Mayor's committee to raise awareness and money for the United Way Campaign – Participated in the official kick-off held on Tuesday, February 7, 2012.

NEW BUSINESS VI.

PROPOSED TIME CHANGE FOR MDEAT TRUST BOARD MEETINGS



**6114 N.W. 7TH AVENUE
MIAMI, FL. 33127**

MLK BUSINESS CENTER

II

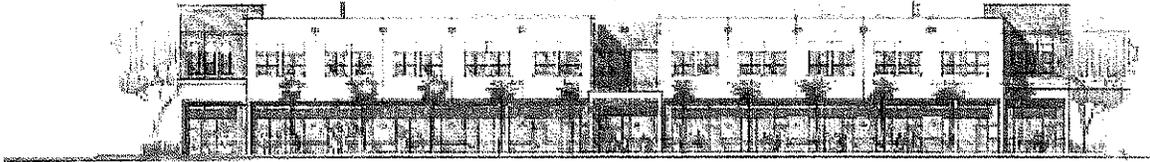
**MIAMI DADE COUNTY
GENERAL OBLIGATION
BOND PROGRAM**



MLK BUSINESS CENTER II

6114 NW 7TH AVENUE

Miami, FL 33127



PREPARED BY:

Martin Luther King Economic Development
Corporation

6114 Northwest 7th Avenue

Miami, Florida 33127

(305) 757-7652

MILKEDC

Martin Luther King Economic Development Corporation

Zoning

The site is currently zoned R-3 with a C-1 overlay. In order to meet future development requirements for the site the tract will require a Class II permit to meet the desired development goal.

III. DEVELOPMENT BUDGET

MLKEDC has received a \$5 million dollars of General Obligation Bond funds ("GOB") from Miami-Dade County towards the redevelopment of the center.

IV. DEVELOPMENT TEAM

Developer

Peninsula/BGE Joint Venture has been selected as the Developer of the Project. An agreement for development of the project has been executed by the developer and owner. (See attached)

Peninsula/BGE Joint Venture is a recently formed development entity. It is composed of entities with extensive development and public sector program experience. It has entered into a Development Agreement with MLKEDEC.

Design Build General Contract is ODU A Group construction. Based in Miami-Dade County, ODU A Group has extensive and varied construction experience in project-type, market segment, and site conditions. It also has constructed a variety of projects for private as well as public sector entities at all levels of government and their attending regulations and other public sector requirements.

It is important to MLKEDC that Disadvantage Enterprises are involved in the development of the project to the maximum extent feasible ODU A Group demonstrated commitment to such participation.

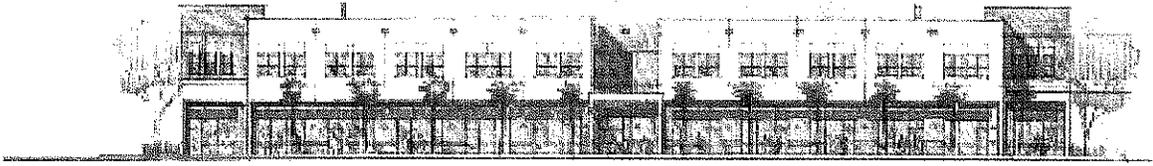
Construction Management

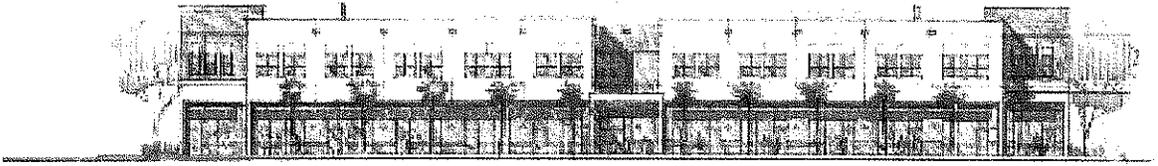
Phillips & James is an established construction consulting firm. No matter how big or small the job; they are committed to helping their clients manage their project from beginning to end.

MILKEDC

Martin Luther King Economic Development Corporation

Phillips & James Construction Consulting Firm leaders have over 17 years of industry experience in commercial and residential construction. Over this time, Phillips & James Construction Consulting Firm has had the opportunity to work with professionals in different market areas.







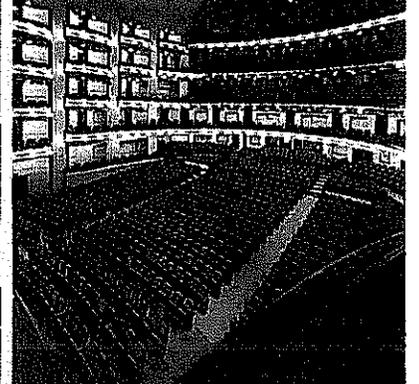
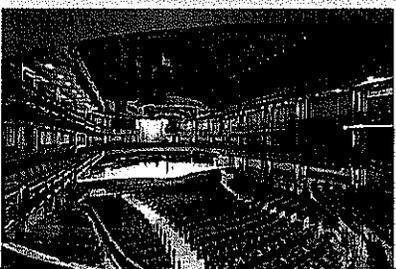
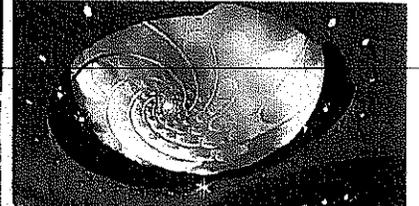
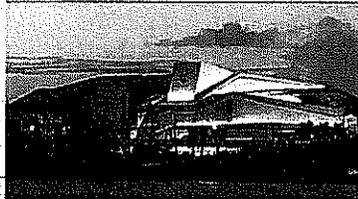
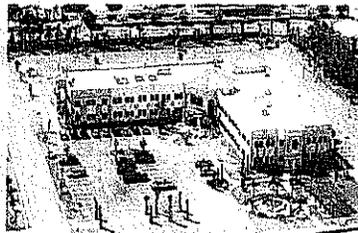
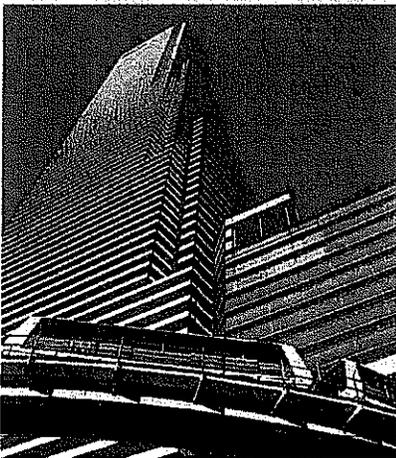
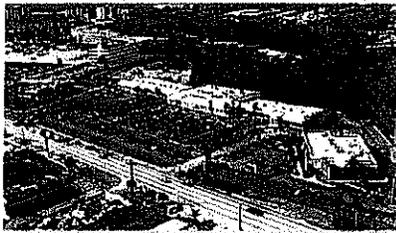
MLK Economic Development Corporation Project

Peninsula Developers

Request For Proposal Design Build Services For the MLK Business Center

April 29, 2011

Submitted by
ODUA/Conwell Joint Venture



ODUA/Conwell & Associates is a Joint Venture between, ODU GROUP and Conwell & Associates . We improved its quality of service by implementing best practice methods wherever and whenever possible. Our team of specialists have provided management services to public and private sector clients across the U.S. and internationally, lending expertise to projects of all sizes. Combined, the team has managed and constructed over \$1 Billion in projects. Combining A+S Architects and Hammond Associates, we essentially have a team of qualified Construction Managers, Architects and Engineers who have worked together for over a year on a similar project.

Conwell & Associates has a strong resume of constructing mixed used commercial/retail projects similar to the MLK Business Center. Conwell & Assoc. with its President, Kenneth Conwell has completed over \$300 million in construction. The company's expertise spans governmental projects and commercial projects including retail, warehouse and mixed use facilities.

ODUA Group, led by Ola O. Aluko, is a multifaceted organization serving as an Owner Representative specializing in Program Management, Project Management, Construction Management for both public and private sector projects. Each facet consists of, but is not limited to owner's representative, architectural/engineering constructability review, quality assurance/quality control, project controls, cost estimating, claims analysis, scheduling, construction document review, regulatory agency coordination, construction inspection, feasibility studies and cost analyses. Led by a seasoned Principal with over 20 years of construction management experience, ODU's staff has been able to provide essential support to our clients whenever it is needed.

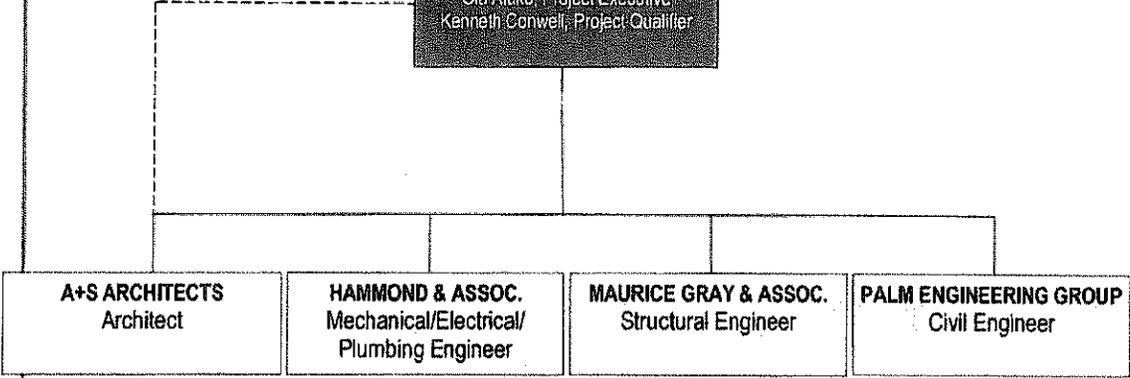
Owners and construction industry experts recognize that using qualified project and construction management services is the most efficient means to achieve cost, schedule and quality objectives on construction assignments. Construction management allows the client to move more quickly with a project while having control of the final cost. The CM process keeps the client up-to-date with enough lead time to make necessary decisions.

Given our strong domestic and international experience in the construction management industry, we were able to provide the best quality and product to our client, Jessie Trice Community Health Center. The project will be completed in June 2011, just in time for the commencement of the MLK Business Center.

PROJECT TEAM

MARTIN LUTHER KING
ECONOMIC DEVELOPMENT
CORPORATION
CLIENT

ODUA/IVORY/MAX SOUTH
EXECUTIVE LEADERSHIP TEAM
Ola Aluko, Project Executive
Kenneth Conwell, Project Qualifier





PHILLIPS & JAMES
CONSTRUCTION CONSULTING FIRM

"BUILDING DREAMS THAT WILL LAST A LIFETIME"

PHILLIPS & JAMES

CONSTRUCTION CONSULTING FIRM

ABOUT US

In 2005, our partners noticed a growing number of residential owners who wanted to build their own home but had no idea of where to begin. They decided to start a company which caters to this market and help owner builders to construct their own home in the least amount of time and with reduced impact on their budget. The plan was to provide each home owner with the proper tools of planning, scheduling and budgeting in the same manner as the professional builders. Although they proceeded forth with this plan, in 2006 and 2007, word of mouth referrals and request for services were predominately for commercial work. They decided to broaden their focus and today offer a full array of services from Construction Management to Owner Representatives.

Although the goals have broadened, our style of work and ethics has not changed. We are a small company with the understanding that the quality of work is far more important than the quantity. In the commercial arena, we have chosen to be selective as to the work we pursue and accept. Our main objective is to provide outstanding service to our clients and to guaranty their best interest is protected.

As we move forward, we are always looking for better ways to serve our clients and protect their interest.



P&J
17142 60th Lane N
Loxahatchee, FL 33470
Phone (561) 543-1454
Fax (561) 798-0808

Scope of Basic Services

PRE-CONSTRUCTION SERVICES:

A. Strategic Project Planning Phase

- 1- Organize and understand all project related data.
- 2- Develop an understanding of needs, company culture, issues and constraints which will define the profile of the project.
- 3- Review project goals and objectives.
- 4- Identify resource requirements including consultants support and general construction requirements.
- 5- Assist in the develop a comprehensive implementation strategy.
- 6- Evaluate communication and information management requirements.
- 7- Evaluate prepurchasing/direct purchasing requirements.
- 8- Evaluate cost control requirements.
- 9- Evaluate schedule control requirements.

B. Pre-Design: Negotiation Phase

- 1- Assist as needed and directed by client in the selection of other consultants for the project.
- 2- Assist in negotiation of consultant clauses relating to initial construction including definition of base-building conditions.
- 3- Preliminary cost estimates for construction based upon preliminary plans.

C. Schematic Design Phase

- 1- Assist designer/architect in preliminary project budget based on the schematic design drawings prepared by architect, and advise client of major areas of cost exposure. The budget will include all anticipated project costs in addition to those for construction, such as telephone installation, furniture acquisition, art work, plants, technology, moving costs, and any other related costs for a total program budget.
- 2- Review the proposed schedule and determine the implications of design decisions on the schedule.
- 3- Identify consultant resource requirements, and coordinate consultant contract with client.
- 4- Serve as the communications contact point for all information between the various project participants including the architect, contractor, landlord, client, and consultants. Work with the architect, landlord's representative and the client to develop a project manual that will include detailed communications procedures, change order and shop drawing procedures, and other project related cost control and approval procedures required to assure a smoothly run project.
- 5- Conduct all project meetings to coordinate efforts of the design and engineering consultants, including the preparation of the minutes, action agenda and follow-up.

- 9- Coordinate award of contract(s) and coordinate the commencement of construction.
- 10- Update and revise budget to reflect the construction contract amount, and including soft costs, furniture, fixtures and equipment, and relocation costs.
- 11- Prepare and issue monthly progress reports.
- 12- If and as required, pre-purchase long-lead priority items for assignment to the GC-CM after the award of the contract for construction.

B. Construction Phase

- 1- Review and incorporate the contractor's schedule into the project schedule.
- 2- Establish and implement change order procedures.
- 3- Analyze and verify the need for change orders, negotiate their cost and verify any contractor claims of client delays or conflicts arising from field conditions.
- 4- Continue to coordinate efforts of the design and construction teams.
- 5- Establish procedures for submission and verification of requisitions.
- 6- Obtain full contract compliance for matters such as production of "as-built" drawings, sign-offs, lien waivers, etc.
- 7- Monitor progress against the construction schedule, and advise client and Architect on all related project activities to achieve established completion dates.
- 8- Prepare and issue monthly progress reports

C. Financial Review

- 1- Monitor construction costs and keep up-to-date records of costs broken down by construction costs, soft costs, FF&E costs and other client costs.
- 2- Review contractor/vendor invoices and participate in payment requisition process as to allowance items, change orders and other client work.
- 3- Monitor budget and update as necessary.

D. Relocation Phase

- 1- Assist client in developing a move plan and schedule for the phased move to new space.
- 2- Assist in interviewing moving companies, issue RFP's, review proposals, prepare evaluations, make recommendations, and assist in negotiating a contract with the selected firm.
- 3- Assist in coordination/implementation of the move.

E. Punch List/Close-Out Phase

- 1- Coordinate the completion of the punch list within a reasonable time from the date of substantial completion of construction.
- 2- Coordinate and monitor the **HVAC**, trading floor and computer system start-up. Resolve any problems that may occur with the contractor or building management.
- 3- Collect and provide client with all operating and maintenance manuals from the contractor or manufacturers.
- 4- Collect and provide client with complete sets of as-built construction and furniture documents



Alterraon (Al) Phillips, Esq., CBC

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Education

Nova Southeastern University

Davie, FL

2003-2007

- Shepard Broad Law Center
- Juris Doctrine (J.D.) Degree

University of Florida

Gainesville, FL

1995-1999

- R.E. Rinker School of Building Construction
- Bachelor of Science (B.S.) Degree

Professional Experience

Phillips & James Construction Consulting

West Palm Beach, FL

Managing Partner – *Responsible for overseeing daily business operations.*

REG Architects, Inc.

West Palm Beach, FL

Construction Administration Manager/ Senior Project Manager –

Responsible for overseeing the construction administration department and developing small projects.

- Review and create sub-consultant contracts
- Develop Owner-Architect Proposals/ Contracts
- Write Project Specifications
- Perform Project Budget Analysis
- Oversee staff members in the construction department
- Perform construction feasibility studies
- Resolve design/construction issues at the jobsites
- Code Research and interpretation and analysis
- All job responsibilities listed below

SchenkelShultz Architects

Orlando/West Palm Beach, FL

Construction Administrator - *Responsible for taking over projects after the design phase. Follow projects from bid to final completion.*

- Architectural representative to Client and Contractor
- Part of the presentation team to solicit new work
- Work with building departments and other governmental agencies to obtain permits
- Submittal Review
- Issue documentations such as Architectural Supplemental Instructions

Career Projects:

Private (Commercial and Residential):

Pineloch Warehouse – Orlando, FL
Marine Life Center - Juno Beach, FL
Soffer Residents – Palm Beach Gardens, FL
Hernandez Residents – Ft. Lauderdale, FL
US Sugar Labs – Clewiston, FL
Jus Jazz Club – West Palm Beach, FL
Solid Waste Authority Transfer Facility – Lantana, FL
5th 3rd Bank – West Palm Beach, FL
Orion Bank – West Palm Beach, FL
Dr. Feelgoods (Monkey Club) Facade – West Palm Beach, FL
Tim Hernandez Residence – Ft. Lauderdale, FL
Don Soffer Residence – Palm Beach Gardens, FL
Historic Lincoln Theater – Fort Pierce, FL
Pine Creek Clubhouse – Okeechobee, FL
Law Office of Bryan Boysaw – West Palm Beach, FL
PineCreek Clubhouse – Okeechobee, FL
Holy Cross Catholic Church – Indiantown, FL
Lunt Cottage – Town of Palm Beach, FL

Governmental:

Historic 1916 Palm Beach County Courthouse – West Palm Beach, FL
Pine Apple Park – Jensen Beach, FL
Parkland Library – Parkland, FL
St. Anastasia – Ft. Pierce, FL
Historic Post Office – Ft. Pierce, FL
Odyssey Middle School – Orlando, FL

St. Teresa School – Titusville, FL
Boynton Beach Library – Boynton Beach, FL
Trinity Catholic High School – Ocala, FL
Bishop Moore High School – Orlando, FL
Palm Beach Central High School – Wellington, FL
Atlantic High School – Delray, FL
Forest Hill High School – West Palm Beach, FL
Oak Hill Elementary – Lantana, FL
Sheridan Park Elementary – Oakland Park, FL
Endeavour Primary Learning Center – Lauderhill, FL
Northern Palm Beach County Emergency Operation Center – Palm Beach Gardens, FL
Northwood, Boys and Girls Club Gym – West Palm Beach, FL
Wellington Amphitheater – Wellington, FL

PENINSULA
DEVELOPERS

"Turning Concepts Into Communities"

PENINSULA DEVELOPERS

6269 N.W. 7th Avenue
Suite 203
Miami, Florida 33150
PH (305) 759-9911
FAX(305) 759-9922
www.peninsuladevelopers.com

Specific Services:

Program Development:

- ◆ Residential services
- ◆ Rental Housing Conversion
- ◆ Public/ Private Partnerships
- ◆ Community & Economic Development Planning

Real Estate Development:

Residential:

- ◆ New Construction or Rehabilitation
- ◆ Multifamily Rental or For Sale

Commercial:

- ◆ Mixed-use
- ◆ Shopping Centers
- ◆ Office Buildings
- ◆ Build to Suit

Resource Management, Planning & Analysis:

- ◆ Housing, Community and Economic Development Strategies
- ◆ Market Studies
- ◆ Feasibility Analysis
- ◆ Resource Procurement
- ◆ Asset Management
- ◆ Property Management
- ◆ Construction Management

H O U S I N G

Walden Pond

Walden Pond is a 290-unit, two-story walk-up lakefront rental community which rivals market rate developments in Dade County. It provides a luxurious club house, pool and indoor recreation area for its residents.



Golden Lakes

Golden Lakes Apartment Community is 280 units of rental apartments bordered by lakes on two sides amid lush tropical foliage. It is accessed via a tree-line boulevard entrance, leading to an elegant clubhouse and pool.



H O U S I N G

Edison Terraces I & II

Edison Terraces is a 120-Unit Multifamily Development located in Miami, Florida.

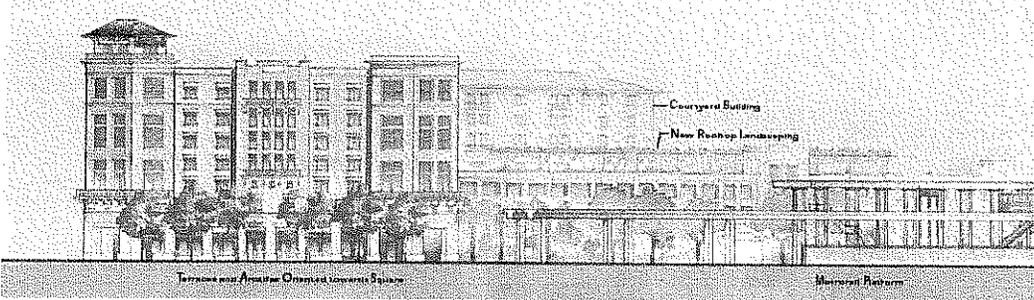


PENINSULA
DEVELOPERS

COMING SOON:



Hometown Station



Sunset Drive Façade



Church Street Façade

Mixed-Use Office/Retail Development
At Sunset Drive Metrorail Station
Miami, Florida 175,000 sq. ft
Project Cost: \$25,000,000

Commercial Revitalization

EDISON MARKETPLACE



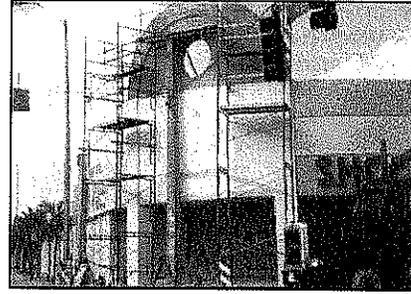
Shopping Center 84,000 sq. ft.
Partial list of Tenants include: Foot Locker, Subway, EB Games,
Rainbow Fashion and Family Dollar
Over 70% Pre-leased
Project Completion Date: Spring 2008
Project Cost: \$12.5 million

Commercial Revitalization

Edison Marketplace



Before



& After Renovation

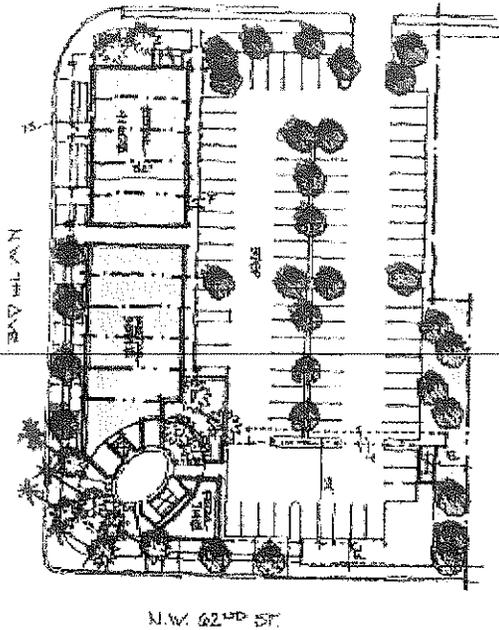


Mixed Use Developments



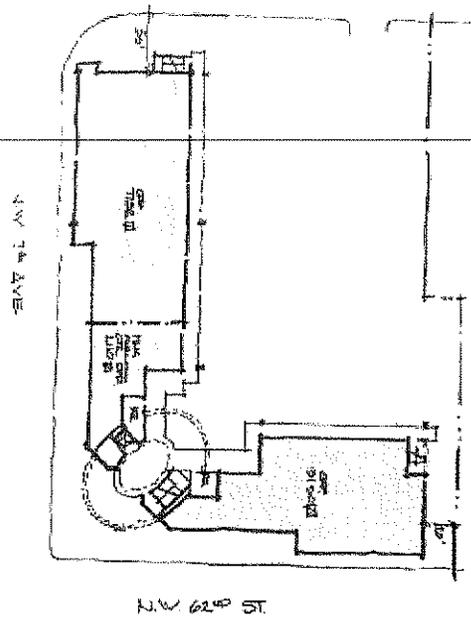
MLK II Office/ Retail Center

Proposed 27,100 SF office and retail center located on:
6100 NW 7th Avenue, Miami, Fl. 33150. \$5 Million

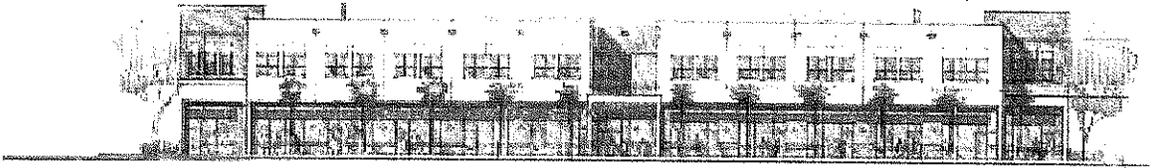


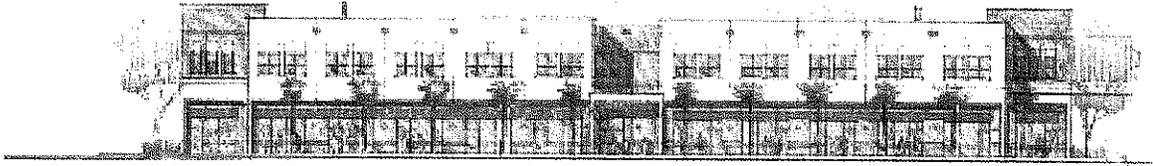
Ground Floor

Second Floor

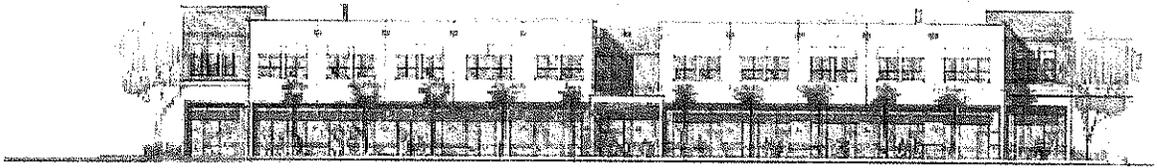


DEVELOPMENT
BUDGET





MLK Business Center II Development Project	
MLK Buissness Tenant Selection	
ARCHITECTURAL and ENGINEERING	
Architect	
Conceptual	
Rendering	
Schematic Design	
Construction Docs(Working Drawings)	
Bidding Negotiation	
Construction Administration Phase	
Traffic Engineer	
Civil Engineer	
Landscape	
Engineer	
Surveyor	
Initial Site Survey	
As Built	
Environmental Study	
Phase I	
Phase II Remediation	
CONSTRUCTION MGMT	
LEGAL	
Title	
Platting	
AIA Agreement	
CONTRACTOR	
Value Eng	
Contract Price	
COM PLANNING APPROVAL PHASE	
City of Miami Plan Review For Approval	
City of Miami Project Hearing	
Permits	
Secure Building Permit	
Demolition Permit	
Plat	
Plan Review	
TENANT RELOCATION	
CONSTRUCTION	
Demolition	
Construction	
Site Preparation	
Foundation	
Shell	
Tenant Build out	
TCO	
Punch List	
Certificate of Occupancy	
Grand Opening	



**DEVELOPMENT CONTRACT FOR CONSTRUCTION OF
AN OFFICE AND RETAIL BUILDING AND PARKING GARAGE
AT 62ND STREET AND NW 7TH AVENUE**

THIS DEVELOPMENT CONTRACT (this "Contract") is made and entered into as of the 28th day of April, 2006 by and between PENINSULA / BGE JOINT VENTURE, LLC, a Florida limited liability company ("Developer"), and MARTIN LUTHER KING ECONOMIC DEVELOPMENT CORPORATION, a Florida not-for-profit corporation, or, in the event of the assignment of this Contract, its wholly-owned entity created and utilized solely for the purpose of owning and developing the real estate that is the subject of this Contract ("Owner" or "MLK-EDC").

In consideration of the mutual promises, covenants and conditions set forth in this Contract, Developer and Owner agree as follows:

Article 1. DEFINITION OF CERTAIN TERMS

Capitalized terms used herein, shall be defined as follows:

"Americans with Disabilities Act" shall mean the Americans with Disabilities Act of 1990, as codified in 42 USC § 12101 (1990), as amended from time to time.

"Architect" shall mean the licensed architect contracted by Owner in consultation with Developer.

"Authorization to Construct Delivery Date" shall mean the date the Authorization to Start is delivered by Owner to the Contractor and Developer.

"Authorization to Start" shall mean the formal written notice, in the form of Exhibit "B" hereto, signed by the Owner, advising the General Contractor and the Developer that the General Contractor is authorized to commence construction of the Project in accordance with the Construction Contract.

"BOMA" shall mean the Building Owners and Managers Association.

"Budget" shall mean the budget prepared by Developer pursuant to Section 3.02(a) hereof.

"Business Day" shall mean any day other than Saturday or Sunday or a legal holiday observed by banks in Miami, Florida.

"Certificate of Completion" shall mean an affidavit from each of the Contractor and Architect stating that the Work has been Substantially Completed in accordance with the Plans

performed or obtained, and provided to Owner, by the Developer to fulfill its obligations under this Contract.

"Effective Date" shall mean the date when the last one of Developer and MLK-EDC has signed and delivered this Contract to the other.

"Event of Force Majeure" shall mean delays or damage caused by fire, windstorm or other casualty, inability to obtain labor due to any strikes by labor unions or materials in the Miami, Florida area due to, for example, extraordinary conditions of a continuing and, possibly, long-term nature, or by any other extraordinary conditions arising out of war or government regulations such as a building moratorium, strike or by any other cause beyond the control of the Owner or the Developer or their Permittees (as such capitalized term is defined below) or the Contractor or its officers, directors, agents, employees, subcontractors or suppliers.

"Final Completion" shall mean the last to occur of (i) issuance of a Certificate of Final Completion by the Architect for the Project, (ii) final inspection of the Project by the appropriate governmental authority(ies) or agency(ies), (iii) issuance of a permanent certificate of occupancy for the Project by the applicable governmental authority(ies), and (iv) the close out of all construction contracts applicable to the Project, including receipt of final contractor's affidavit and lien releases from all contractors, subcontractors, suppliers and other parties otherwise entitled to record claims of lien against the Property.

"Final Completion Date" shall mean the date upon which Final Completion is achieved.

"Financing Documents" shall mean all construction financing documentation, including, as applicable, loan agreements, promissory notes, and usual documentation required by lenders and credit enhancers.

"General Contractor" or **"Contractor"** shall mean a general contractor duly licensed under Chapter 489, Florida Statutes, to be engaged by the Owner in consultation with the Developer, and who shall be responsible for constructing the Improvements, and such replacement contractor as may be selected by the Owner and approved by the Developer from time to time.

"Improvements" shall mean the MLK-EDC Office/Retail Building, the MLK-EDC Parking Garage and other related improvements.

"Insurance Certificates" shall mean the certificates and binders required by Article 8.

"Laws and Ordinances" shall mean all present and future applicable laws, ordinances, rules, regulations, permits, authorizations, orders and requirements of all federal, state, municipal governments, the departments, bureaus, or commissions thereof, authorities, boards or officers, any national or local board of fire underwriters, or any other body or bodies exercising similar functions having or acquiring jurisdiction over all or any part of the Site or the Improvements.

"Loan" shall mean that certain construction loan or construction loans from a lending institution, the proceeds of which shall be used by the Owner to finance the cost of the Work, including all soft costs as more fully outlined in the Financing Documents.

"Subcontractor" shall mean a person or organization or authorized representative of either that who has a direct contract with Contractor to furnish or perform any of the Work included in the Construction Contract.

"Substantial Completion" shall mean the issuance of a temporary certificate of occupancy (or local governmental equivalent) for the Project and the habitability of, and the ability by the Owner to occupy, the MLK-EDC Office/Retail Building and to conveniently use the MLK-EDC Parking Garage without the potential to be required to vacate the structures by the applicable governmental authority(ies) prior to the issuance of the final certificate of occupancy and completion by such authority(ies).

"Substantial Completion Date" shall mean the date upon which Substantial Completion is achieved.

"Sub-Subcontractor" shall mean a person or organization or authorized representative of either who has a direct or indirect contract with a Subcontractor or other sub-tier contractor to furnish or perform any of the Work included in the Construction Contract.

"Work" shall mean the aggregate of all work to complete the Improvements at the Project, including without limitation Construction Work and Development Work.

Article 2. FUNDING; CONDITIONS.

2.01 **Funding.** Owner hereby represents and warrants to Developer that Owner will use its best efforts to procure a portion of the funding for the development of this Project from the proceeds of the sale of general obligation bonds issued by the County of Miami-Dade, Florida or from such other form of financing. Upon the execution of this Contract, Owner shall use its best efforts to draw from its source of financing an amount not to exceed \$1,500,000 (the "Pre-Development Draw") and shall deposit such amount in the Project Account. The funds from the Pre-Development Draw shall be disbursed from the Project Account to pay all Project Costs prior to the Authorization to Construct Delivery Date, including the Pre-Development Expenses of Developer as set forth in Section 6.02(a), in accordance with the provisions hereunder; provided, however, that such disbursement obligation shall not conflict with the terms and conditions that apply to the use of such funds.

2.02 **Conditions Precedent.** The following are the conditions precedent to the Owner's obligations to pay the Developer's Fees hereunder:

(a) All required approvals, including but not limited to, site plan approvals, building permits, concurrency approvals, platting and all other development approvals, shall have been obtained from the appropriate authorities;

(b) Issuance of an Authorization to Start by the Owner to the Contractor and the Developer, following the final written approval of the Plans and Specifications by the Owner and execution and delivery of the Construction Contracts;

(c) The closing of the Loan or such other financing for the Project to the satisfaction of Developer and MLK-EDC; and

Owner in consultation with the Developer; (ii) develop a concept for the Project that is economically feasible for the Owner, including, without limitation, working with the Architect during its schematic design phase to obtain architectural and conceptual renderings of the Project for approval by the Owner; (iii) research and coordinate all approvals and other necessary decisions from all governmental authorities or their agencies and other subdivisions; (iv) upon selection of a conceptual plan by the Owner, prepare for the Owner a costing model and budget for the Project (the "Budget"), which Budget is subject to change based on the final terms of the Construction Contract; (v) upon approval of a construction/architectural plan including the schematic design documents and design development documents, draft a construction schedule; (vi) assist the Owner in selecting and negotiating the contracts with the Architect and the other licensed professionals for the design and construction of the Project; (vii) upon receipt of signed, sealed, and approved plans, commence processing such plans for the issuance of a building permit; (viii) upon issuance of a building permit, produce a schedule of construction to be used for the bids on the Project and a list of qualified general contractors; (ix) upon approval and selection of the General Contractor by Owner, assist Owner in negotiating the Construction Contract with the General Contractor selected by Owner, which shall permit Owner to select the Subcontractors for the Project in consultation with the Contractor and the Developer but Owner shall have final authorization of all subcontractors (e.g., to ensure that minorities, particularly African-Americans are included and not excluded); (x) upon Owner entering in to the Construction Contract with the General Contractor, supervise compliance with the contract to ensure the quality and timeliness of construction; and (xi) perform all other tasks with respect to the Project as reasonably determined by Owner.

(b) The Developer shall also prepare, in consultation with appropriate or necessary professionals, and submit to the Owner, for the Owner's acceptance, the Plan of Development. Upon receipt of a complete Plan of Development from the Developer, the Owner shall have thirty (30) days to review the Plan of Development (the "Review Period") and reasonably determine, in its sole and absolute discretion, whether or not to accept or reject it. On or before the expiration of the Review Period, the Owner shall either: (i) accept the Plan of Development by transmitting written notice of acceptance to the Developer, or (ii) transmit, in writing, its review comments to the Developer. The failure of Owner to respond in writing within such prescribed time period shall constitute a rejection of the Plan of Development, which Owner shall have the right, not the obligation, to withdraw upon satisfaction of any of its concerns by the Developer. Upon the Developer's receipt of the Owner's written review comments, but in no event later than fourteen (14) days from the date of receipt by the Developer of such review comments, the Developer shall incorporate such review comments into the Plan of Development or, if applicable, shall notify the Owner, in writing, that such review comments cannot be incorporated into the Plan of Development, because such review comments, if incorporated into the Plan of Development, would have a material and adverse impact upon the Improvements (a "Development Issue"). In the event that the Developer incorporates such review comments into the Plan of Development, the Developer shall resubmit the Plan of Development to the Owner, and the above-described process of the Owner's review and the Developer's revisions will continue until the Owner accepts the Plan of Development or, if a feasible Plan of Development cannot be arrived at, then this Contract shall be terminated. Upon the presentation of a written termination notice by one party to the other, the parties hereto shall be relieved of any liability to one another (except the obligation to pay any fees, expenses or other amounts

both sets of documents shall be required to the extent consistent with the documents, and inferable from them, as being necessary to produce the results intended by Owner.

3.04 Americans with Disabilities Act. The contract with the Architect shall include a provision which requires the Architect to design the Improvements in compliance with the Americans with Disabilities Act and all accessibility guidelines. The Owner is a not-for-profit entity and lacks sufficient staff to have an Office of ADA Coordination, as defined under federal law. The Developer shall maintain an on-site field office which will serve as the Office of ADA Coordination for the Owner and shall consult the Commission on Disability Issues, and shall use reasonable efforts to obtain a certification to ensure that the Project is ADA compliant from each of the Architect and the General Contractor for the benefit of Owner.

3.05 Owner to Cooperate. Owner and Developer agree that in performing their respective functions or duties hereunder, they shall act diligently and in good faith and shall cooperate fully in all matters relating to the Project.

Article 4. REPRESENTATIONS OF PARTIES.

4.01 Developer's Representations and Warranties. The Developer hereby warrants and represents that:

(a) the Developer is duly organized, validly existing and in good standing under the laws of the State of Florida as a limited liability company.

(b) it has full power and authority to carry on its business as presently being conducted and as contemplated to be conducted under the Contract Documents and to execute, deliver and perform its obligations under this Contract; and

(c) the person(s) executing this Contract have been duly authorized to execute and deliver this Contract on behalf of the Developer.

4.02 Owner's Representations and Warranties. The Owner warrants and represents to the Developer that:

(a) the Owner is a Florida not-for-profit corporation, duly incorporated, validly existing and in good standing under the laws of the State of Florida;

(b) the Owner has full power and authority to carry on its business as presently being conducted and as contemplated to be conducted under the Contract Documents and to execute, deliver and perform its obligations under this Contract;

(c) it will provide such documents and instruments in its possession or control that are necessary to effectuate the purposes under this Contract;

(d) Owner represents that upon obtaining the loan for the Project it will be financially solvent and able to comply with its responsibilities and obligations under this Contract;

obligations under, or the validity or enforceability of, this Contract and the other Contract Documents or transactions contemplated hereunder or thereunder; and

(k) Owner has no knowledge of any conditions on or use or operation of the Property which would cause it to be in violation of any applicable federal, state or municipal environmental laws.

Article 5. WARRANTY OF CONTRACTUAL PERFORMANCE.

The parties anticipate that the Construction Contract shall contain a warranty from Contractor to the Owner that: (i) all materials and equipment furnished by Contractor under the Construction Contract will be new, (ii) the MLK-EDC Office/Retail Building will be constructed as a BOMA Class B type administrative office building with ground floor retail and that the Work will be of good quality, free from faults and defects in materials and workmanship for a period of one year ("Warranty Period") from the actual date of Final Completion of the Project by the Contractor to the satisfaction of the Owner; provided, however, that such warranty shall not cover any deficiency caused by ordinary wear and tear, or any changes made by Owner after issuance of a Certificate of Occupancy. At such time as the Contractor shall have achieved Final Completion of the Project, Developer shall use reasonable efforts to cause the Architect to perform an inspection and certify to Owner, in writing, that the structure, roof, HVAC, lighting, electrical, plumbing, sewer and other systems and fixtures serving the Property are in new condition and working order, and there are sufficient utilities available (including without limitation, water, electricity and gas) to heat, illuminate, ventilate, air condition and provide power to the Improvements in the quantities or at the capacities specified in the Plans and Specifications. If required by the Owner, the Developer will use reasonable efforts to obtain and furnish to Owner satisfactory evidence as to the kind and quality of materials and equipment included in the Project by Contractor. Developer shall use reasonable efforts to cause the Contractor to provide to Owner any and all standard warranties issued or issuable by manufacturers and/or installers as to the air conditioning system, other mechanical equipment and the roof at the time the Owner takes title to the MLK-EDC Office/Retail Building and the MLK-EDC Parking Garage and shall use reasonable efforts to cause such warranties to be assigned by the Contractor to the Owner at that time. In all instances where the Developer is required to take any action or use reasonable efforts to cause another to take action under this Contract, it shall use its reasonable efforts and due diligence, except that it will not be required to expend its own monies or institute or participate in any litigation, but in the event that such litigation shall, in the opinion of Owner, become necessary or appropriate, if Developer elects not to institute or participate in such litigation, Owner shall be entitled to bring such litigation in the name of Developer or, in the event that the right to bring such litigation, or the underlying causes of action, can be legally assigned to Owner by Developer, all in the opinion of Owner's legal counsel, then Developer shall immediately upon request by Owner execute an assignment of such causes of actions and underlying rights prepared by Owner's legal counsel and Owner shall then pursue the litigation in its own right. In the event that Owner determines to pursue litigation in the name of Developer, then Owner hereby agrees to indemnify Developer from all costs and expenses associated therewith, including, without limitation, any judgments or awards that may result therefrom against Developer, and Developer hereby assigns to Owner, and waives and relinquishes to and for the benefit of Owner, any and all proceeds, awards, or judgments that may result from such litigation. In no event shall this waiver cover any right of

surplus materials, other than those necessary to achieve Final Completion. Upon Final Completion, Developer shall use reasonable efforts to cause Contractor to remove all of the foregoing from the Site and the surrounding area.

6.03 Developer's Fee. In consideration for the development and construction of the Project provided pursuant hereto, the Developer shall receive a development fee, the amount and timing of payment of which are set forth on Exhibit "C" hereto (the "Developer's Fee").

6.04 Development Expenses.

(a) Pre-Development Expenses. Owner shall pay or cause the Escrow Agent to pay, with reasonable promptness, not to exceed fifteen (15) days after written request to Owner therefor (with detailed backup) and approval thereof by Owner, the fees and expenses paid and incurred by Developer in connection with Developer's performance of its duties under this Contract prior to the Authorization to Construct Delivery Date (the "Pre-Development Expenses") either (i) at Owner's written request or (ii) as specifically contemplated under a pro-forma pre-development budget prepared by Developer and pre-approved in writing by Owner, which budget may be subject to change. The Owner's prior approval shall be required for any changes to the pro-forma pre-development budget which exceeds 10% of the aggregate projected pre-development expenses. Each of the Owner and Developer agrees that the term "Pre-Development Expenses" shall also include such expenses incurred by Developer in the event of an emergency necessitating immediate action that are not specifically contemplated under such pre-development budget.

(b) Development Expenses. The Owner shall pay or cause the Escrow Agent to pay, with reasonable promptness, not to exceed fifteen (15) days after written request to Owner therefor (with detailed backup) and approval thereof by Owner, all fees and expenses incurred by Developer in connection with Developer's performance of its duties under this Contract after the Authorization to Construct Delivery Date (the "Development Expenses") either (i) at Owner's request, (ii) as specifically contemplated under the Budget, or (iii) in the event of an emergency necessitating immediate action. In addition to the foregoing, Developer shall include in the Budget an expense item not to exceed \$3,000 per month to be paid by Owner, after reasonable documentation of such expense incurred by Developer is furnished to Owner by Developer, which expense is associated with setting up, staffing, equipping and operating a field office for Developer's staff dedicated to the Project located at the Project site.

6.05 Compensation Fee. Owner acknowledges that Developer has the opportunity to work on several projects and has agreed to forego certain of those projects to work on this Project. Owner also acknowledges that in connection with the Development Work the Developer will have a significant amount of work and be required to make a significant commitment to the development of the Project. As an inducement to Developer to accept the engagement hereunder, Owner agrees that in the event Owner terminates this Contract other than pursuant to Section 12.02(b) hereof, or develops the Project without the Developer and uses in connection with the development of the Project any of the works, designs, know-how, ideas and information made, conceived or prepared by or on behalf of the Developer for the Project during the term of this Contract, then Owner shall pay Developer a compensation fee in the amount of \$600,000 (the "Compensation Fee"), which the parties hereto agree shall constitute liquidated damages and

(a) From the Developer. The Developer shall acquire and maintain in effect during the construction of the Improvements the following insurance, with Owner named as an additional insured and a separate insurance certificate issued for the benefit of and in the name of Owner, and submit to the Owner the appropriate certificate(s) and copies of the original policies, as the case may be:

(i) Workers' Compensation Insurance – as required by Chapter 440, Florida Statutes.

(ii) Contractual Liability Insurance -- Covering all liability arising out of the terms of this Contract.

(iii) Automobile Liability Insurance -- Covering all owned, non-owned and hired vehicles used by Developer in connection with the Work, in an amount not less than \$500,000 per occurrence for bodily injury and property damage combined.

(iv) Commercial General Liability Insurance (including protective liability coverage on operations of independent contractors engaged in construction, blanket contractual liability coverage, products liability coverage, and explosion, collapse and underground hazards coverage) for the benefit of Developer and Owner, as an additional insured, against claims for personal injury, bodily injury and property damage, with a limit of not less than Five Million Dollars (\$5,000,000) in the event of personal injury or bodily injury to any number of persons or of damage to property arising out of anyone occurrence, and not less than \$5,000,000 in the aggregate applicable to this Project.

(v) Property Damage Insurance -- In an amount not less than one hundred per cent (100%) of the replacement cost of the Improvements including coverage for earthquake, if available, flood (to the extent available under National Flood Insurance Program) and windstorm.

(vi) Completed Value Builder's Risk Insurance -- On an "All Risk" (special causes of loss) basis (including coverage for earthquake, if available, and flood, to the extent available under the National Flood Insurance Program and windstorm) in an amount not less than one hundred (100%) percent of the insurable value of the Improvements.

(vii) Owner's & Contractors Protective Commercial Liability Insurance – Liability coverage of not less than \$3,000,000 in the aggregate applicable to this Project, covering for any vicarious liability of Developer and Owner due to the negligent acts of independent contractors and subcontractors or for claims arising out of the Developer's general supervision of the construction work.

(viii) Umbrella/excess liability insurance coverage, with limits of no less than \$3,000,000 per occurrence and \$3,000,000 in the aggregate.

The Developer's cost of obtaining and maintaining such insurance policies, including any increases in premiums, shall be paid by Owner and shall be expense items included in the Budget for the Project.

the acts or omissions of the Developer in connection with the development of the Project, including without limitation any and all liabilities, losses, damages, costs or expenses incurred by the Owner arising out of, from or relating to, any event or occurrence which may have taken place subsequent to the term of this Contract, or arising from the gross negligence, willful misconduct or fraud. This indemnification shall survive the termination of this Contract. Notwithstanding the foregoing, the Developer shall not be required to indemnify the Owner except to the extent of the negligence of the Developer, its employees, independent contractors, agents, or any persons associated with it (i.e., if the Developer is 40% negligent and the Owner is 60% negligent, then the Developer shall only be liable for its 40% negligence).

9.02 Indemnification by the Owner. The Owner agrees to indemnify and hold the Developer, its officers, directors, employees and agents harmless to the fullest extent permitted by law from and against any and all liabilities, claims losses, interest, damages, costs or expenses (including, without limitation, reasonable attorneys' fees and expenses and court costs) threatened or assessed against, levied upon, or collected from, the Developer, arising out of, from, or in any way related to, the Development Contract, the development of the Project, the use, operation and ownership of the Property, including without limitation any and all liabilities, losses, damages, costs or expenses incurred by the Developer arising out of, from or relating to, any condition of or on the Property or any event or occurrence which may have taken place prior to the effective date or subsequent to the term of this Contract, or arising from the gross negligence, willful misconduct or fraud. This indemnification shall survive the termination of this Contract. Notwithstanding the foregoing, the Owner shall not be required to indemnify the Developer except to the extent of the negligence of the Owner, its employees, independent contractors, agents, or any persons associated with it (i.e., if the Owner is 40% negligent and the Developer is 60% negligent, then the Owner shall only be liable for its 40% negligence).

Article 10. CHANGES IN THE WORK.

10.01 Developer Changes. The Developer is not authorized nor empowered to make any changes to the scope of Construction Work.

10.02 Changes. The Owner may, at any time, without invalidating this Contract make a change in the Construction Work pursuant to the terms of the Construction Contract and acknowledges that such change may affect the Construction Delivery Date and the Project Costs. Developer shall provide Owner with a written statement upon receipt of each change identifying the potential delays associated with the change.

Article 11. EQUAL OPPORTUNITY.

11.01 Non-Discrimination. Developer and Owner will not discriminate against any employee or applicant for employment in connection with the construction or development of the Development Work because of race, religion, color, sex, age, disability, ancestry, marital status, pregnancy, sexual orientation, veteran's status or national origin. The Developer and Owner shall take affirmative action to ensure that applicants are employed and the employees are treated during their employment without regard to their race, religion, color, sex, age, ancestry, marital status, handicap, place of birth or national origin. Such actions shall include, but not be limited to, the following: employment; upgrading; transfer or demotion; recruitment or recruitment

NOTICE OF AN EVENT OF DEFAULT TO DEVELOPER IS NOT EFFECTIVE UNTIL A NOTICE IS SENT IN THE MANNER AND TO THE PERSONS STATED IN THIS CONTRACT, BELOW.

(b) Event of Owner's Default. The Developer may declare an event of default on the part of Owner if any of the following occurs:

(i) the failure of the Owner in the performance of any material obligations under this Contract or the Contract Documents; provided, that the Developer has provided the Owner with written notice of such failure, specifying with detail, the nature of such failure, and such failure is not cured within thirty (30) days following the receipt by the Owner of such written notice from the Developer, or, provided that such failure cannot be cured within such thirty (30) day period, if the Owner does not commence to cure such failure within such thirty (30) day period and thereafter diligently pursue the cure of such failure, but in no event later than sixty (60) days from the date of such notice by Owner;

(ii) the filing by the Owner of a petition commencing a voluntary proceeding under the Federal Bankruptcy Code or any other federal, state or local law or statute pertaining to bankruptcy or insolvency; a general assignment by the Owner for the benefit of creditors; an admission in writing by the Owner of its inability to pay debts as they become due; the filing by the Owner of any petition or answer in any proceeding seeking for itself, or consenting to, or acquiescing in any insolvency, receivership or similar relief under any laws pertaining to bankruptcy or insolvency, or the filing by the Owner of an answer or other pleading admitting or failing to deny, or to contest, the material allegations of a petition filed against it in any such proceeding; the seeking or consenting to, or acquiescence by the Owner in the appointment of any custodian, trustee, receiver or liquidator of it, or any part of its property; and the commencement against the Owner of an involuntary proceeding under the Federal Bankruptcy Code, or a proceeding under any law or statute pertaining to insolvency, which case or proceeding is not dismissed or vacated within ninety (90) days; or

(iii) the failure of Owner to maintain its corporate good standing in the state of organization.

NOTICE OF AN EVENT OF DEFAULT TO OWNER IS NOT EFFECTIVE UNTIL A NOTICE IS SENT IN THE MANNER AND TO THE PERSONS STATED IN THIS CONTRACT, BELOW.

12.02 Remedies of Owner. If the Developer fails to remedy an Event of Default, the Owner, at its sole discretion, may elect any of the following remedies, which shall not be mutually exclusive and may be sought in any combination by Owner:

(a) Allow the Developer, with the assistance and consent of the Surety, to continue and complete the Work in accordance with the terms and conditions of the Development Contract.

(b) After giving the Developer thirty (30) days written notice, the Owner shall be entitled to terminate this Contract and shall have any and all other remedies available to it under the Development Contract or applicable law (or equity), including without limitation, to

With copies to:

Akerman Senterfitt
One S.E. Third Avenue, Suite 2800
Miami, FL 33131-1714
Attn: Stacy Bercun Bohm, Esq.
Milton Vescovacci, Esq.
Ron Kriss, Esq.
Fax: 305-374-5095
Phone: (305) 374-5600
Email: stacy.bohm@akerman.com
ron.kriss@akerman.com
milton.vescovacci@akerman.com

Owner:

Martin Luther King Economic Development Corporation
Attn: Mr. Billy Hardemon, Chairman of the Redevelopment
Committee and President/CEO, Martin Luther King Economic
Development Corporation
6114 NW 7th Avenue
Miami, FL 33127
Fax: (305) 758-5777
Phone: (305) 757-7652
Email: bhardeman@aol.com

With copies to:

Brooks & Alayon, L.L.P.
Attn: Richard Alan Alayon, Esq.
4551 Ponce de Leon Boulevard
Coral Gables, Florida 33146
Fax No.: (305) 221-5321
Phone: (305) 221-2110
Email: ralayon@Alayonlaw.com

or to such other address as any party hereto shall designate by like notice given to the other parties hereto.

Article 14. SEVERABILITY OF PROVISIONS.

If any term or provision of this Contract, or its application to any person or circumstance, shall to any extent be determined to be invalid or unenforceable by a court of competent jurisdiction, then the remainder of this Contract, or the application of such term or provision to persons or circumstances other than those as to which it is held invalid or unenforceable, shall remain with full force and effect.

Article 15. ENTIRE AGREEMENT.

This Contract constitutes the final, complete and integrated expression of the agreement with respect to the subject matter hereof and all other additions, contrary statements or representations or agreements are superseded.

The Developer shall have no responsibility for or liability in connection with any hazardous or toxic substances or materials used, generated, placed, stored, released or otherwise disposed of by any person or entity other than Developer, or the discovery, presence, handling, containment, removal or disposal of or exposure of persons to asbestos, asbestos products, polychlorinated biphenyl (PCB), mold or other hazardous, contaminant or toxic substances (collectively, "Hazardous Materials") in any form at the Project site, for any reason prior to the Authorization to Start and/or subsequent to termination of this Contract and the Development Contract. Moreover, Developer shall have no responsibility for any Hazardous Materials beyond the actual knowledge and control of Developer. If the Developer encounters or otherwise becomes aware of the presence of Hazardous Materials, the Developer shall notify the Owner immediately, orally and in writing, of the condition. The Owner shall thereafter engage properly qualified experts and contractors to evaluate the Hazardous Materials and provide for their removal or containment. The Owner shall indemnify, hold harmless and defend the Developer and its Permittees from any claims, causes of action, costs or expenses, including attorneys fees, arising out of or relating to the presence of Hazardous Materials at the Project site for acts or omissions beyond the direct control of Developer or its Permittees or used, generated, placed, stored, released or otherwise disposed of prior to the Authorization to Start and/or subsequent to the termination of this Contract or by any person or entity other than Developer. This indemnification shall survive the termination of this Contract.

Article 22. UNANTICIPATED CONDITIONS AT THE SITE.

The Owner acknowledges that it is impossible to anticipate all conditions that may arise in the absence of full exploratory testing. Accordingly, in the event that conditions are uncovered during construction that could not reasonably have been anticipated by the Developer in the absence of exploratory testing, then the Developer shall be granted an Authorized extension of a certain period of time from the scheduled time period (the "Extension Time") for any delays caused thereby, and any additional associated costs created by the unanticipated conditions, shall be borne by Owner, subject to the right of owner to seek recovery from any party who may have caused the unanticipated conditions or from any other source whatsoever other than Developer, except in the case and to the extent that any such delays and additional associated costs are due to the negligence of Developer. The total amount of any such extensions shall not exceed sixty (60) days. With respect to the granting of any additional Extension Time beyond the 60-day period, the parties agree to take into consideration highly unusual circumstances and conditions that could not have been reasonably anticipated by the Developer in the absence of exploratory testing.

Article 23. ATTORNEY'S FEES AND COSTS.

The prevailing party in any prosecution or defense of any action brought under or to enforce provisions of this Contract shall be entitled to payment or reimbursement by the non-prevailing party of all its costs, expenses and fees, associated with such action and preparation therefor, including, but not limited to, reasonable attorneys' fees, upon a final, non-appealable judgment of a court of competent jurisdiction.

Article 24. APPLICABLE LAW.

IN WITNESS WHEREOF, the Developer and Owner have caused this Contract to be executed and attested in their respective names by their duly authorized officers as of the dates set forth below.

DEVELOPER:

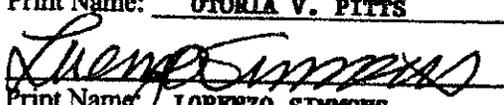
WITNESSES:

PENINSULA / BGE JOINT VENTURE,
LLC

By: Peninsula MLK II, LLC, its Managing
Member

By: 
Otis Pitts, Jr., its President

Date Executed: APRIL 28, 2006

Ota v. L.S.
Print Name: OTORIA V. PITTS

Print Name: LORENZO SIMMONS

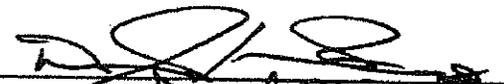
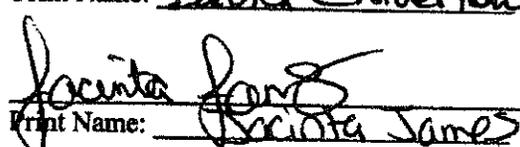
OWNER:

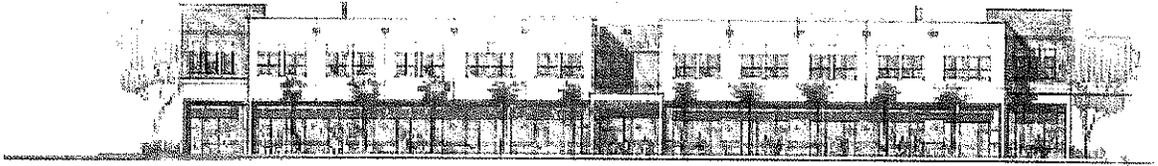
WITNESSES:

MARTIN LUTHER KING ECONOMIC
DEVELOPMENT CORPORATION

By: 
Name/Title: Helen Stewart, Chair

Date Executed: May 10th, 2006


Print Name: David Chiverton

Print Name: Jacinta Jones



DESIGN/BUILD AGREEMENT

BETWEEN OWNER AND DESIGN/BUILDER

This DESIGN/BUILD CONTRACT (the "Contract") is made and entered into by and between the Martin Luther King Jr. Economic Development Corporation (the "Owner"), a Florida not for profit organization, and ODUA Group, LLC, a Florida Limited Liability Corporation, with its principal place of business at 14951 SW 157 Ct. - Miami, FL 33196 (the "Design/Builder").

This Contract is for the design and construction of a project identified as: MLK Business Center, in the City and County of Miami, FL/Dade County (the "Project").

WHEREFORE, This Contract and start of Project is contingent upon the Owner's receipt of funding from the General Obligation Bond as provided by Miami Dade County.

NOW THEREFORE, in consideration of the mutual promises, covenants and agreements stated herein, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged, Owner and Design/Builder agree as follows:

ARTICLE 1

THE CONTRACT AND THE CONTRACT DOCUMENTS

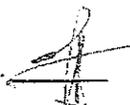
(A) The Contract: The Contract between Design/Builder and Owner consists of this document and the other Contract Documents described in Paragraph 1(B). The Contract shall be effective as of the execution date of this Contract.

(B) The Contract Documents: The Contract Documents consist of this document, the preliminary Design Scope Specification, all Design Documents hereafter prepared by Design/Builder and approved by Owner, Owner's Agent and Developer in accordance with this Contract, along with any special provisions added thereto with the consent of Owner. The General and Supplementary General Conditions are deemed to be a part of this Contract by reference, and shall be included as general provisions for use with Design Documents prepared by Design/Builder, Change Orders and Field Orders issued hereafter, along with any other written amendments executed by Owner and Design/Builder, as well as the following documents (if any): all of which are hereby incorporated herein by reference and made a part of this Contract.

(C) Enumerated Documents Form Entire Contract: Documents not specifically enumerated in Paragraph 1(B) of this Agreement are not Contract Documents.

(D) Contract Interpreted As A Whole: This Contract is intended to be an integral whole and shall be interpreted as internally consistent. Work required by any page, part, or portion of the Contract shall be deemed to be required Contract Work as if called for in the whole Contract and no claim for extra work shall be based upon the fact that the description of the Work in question is incomplete.

1

D/B INT.  OWNER INT. 

(1) Design/Builder is professionally and fully qualified to act as the design professional and the general contractor for the Project and is, and will remain, licensed to practice engineering and architecture and general contracting by all public entities having jurisdiction over Design/Builder or the Project;

(2) Design/Builder will maintain all necessary licenses, permits or other authorizations necessary to act as Design/Builder for the Project until Design/Builder's duties under this Contract have been fully satisfied;

(3) Design/Builder has the expertise, experience, and knowledge as well as the necessary plant, personnel and financial capability to perform the Design Services and the Work in accordance with the terms of this Contract;

(4) Prior to the execution of this Contract, Design/Builder has visited and inspected the Project site and the local conditions under which the Project is to be designed, constructed and operated, and Design/Builder has performed such tests, if any, as are necessary to determine the conditions under which the Work will be performed, and Design/Builder accepts the conditions of the Work site and has taken those conditions into account in entering into this Contract;

(5) Design/Builder assumes full responsibility to Owner for the improper acts and omissions of its Subcontractors or others employed or retained by Design/Builder in connection with the Project.

ARTICLE 3

REGULATORY GUIDELINES, REQUIREMENTS AND STANDARDS

(A) Generally: Design/Builder shall perform all Design Services described in, contemplated by, inferable from, or necessary or desirable to achieve the objectives stated in the Design Scope Specification and the Contract, including all Design Services necessary for the Project to be properly constructed by Design/Builder and used, operated and maintained by Owner in accordance with all applicable guidelines, requirements and standards. "Design Services" means any and all architectural, engineering and design services required to be performed by Design/Builder pursuant to the Contract and all labor, materials, supervision, equipment, computers, documents, and all other things necessary for the performance of such services. "Design Scope Specification" means the document prepared by Owner dated which specifies the general scope of the Design Services to be performed by Design/Builder under the Contract. The Design Services shall be performed within the time provided by the Design Schedule for the performance of Design/Builder's Design Services as provided in Paragraph 3(H) of this Agreement.

(B) Owner's Review of Design Services: Subject to Paragraph 13(G) of this Agreement, Design/Builder shall submit all documents produced as part of the Design Services to the Owner, Owner's Representative and Developer for review and approval in accordance with the terms of the Contract. However, any review or approval by the Owner, Owner's Representative and Developer shall not relieve Design/Builder of or otherwise diminish its obligations under the Contract.

3

D/B INT.

OWNER INT.

operation of the Project, including, without limitation, environmental standards, fire and safety regulations, and requirements and compliance with all other applicable standards and codes.

(G) Duty To Correct Errors: Design/Builder shall, without additional compensation, immediately correct any errors, omissions or deficiencies in its Design Services and Design Documents.

(H) Schedule of Design Services: Design/Builder shall, within ten (10) calendar days after execution of the Contract, submit for Owner's approval the Design Schedule for the performance of Design/Builder's Design Services, which shall include allowance for reasonable time required for the Owner's review of submissions and for approvals of authorities having jurisdiction over the Project. This Schedule shall, upon approval by the Owner, be considered incorporated and made a part of this Contract. The Design Schedule, when approved by the Owner, shall not, except for good cause, be exceeded by Design/Builder. Should Design/Builder at any time during the course of performing the Contract, have reason to believe that it will be unable to meet any completion date in accordance with the Design Schedule, it shall immediately notify the Owner, Owner's Representative and Developer in writing. Design/Builder shall state the reason for the delay in the notice, including the party responsible, if any, and the steps being taken to remedy or minimize the impact of the delay. Failure of Design/Builder to submit such notice shall constitute a waiver by Design/Builder of any claim for an adjustment to the Contract Price, the Design Schedule, or the Contract Time. All extensions of time shall be governed by Articles 16 and 17 of this Agreement. Subject to the provisions of Paragraph 13(G) of this Agreement, Owner shall review and approve, where appropriate, the Design Schedule, or any portion thereof.

ARTICLE 4

PRELIMINARY CONSULTATION AND PROJECT ANALYSIS

(A) Determining the Project Objectives: Prior to the preparation of the Preliminary Design as required by Article 5 below, Design/Builder shall first consult in detail with Owner, and shall carefully analyze any information furnished by Owner concerning requirements of the Project, including but not limited to, any design, construction, scheduling, budgetary or operational requirements, limitations, and objectives, as well as the Design Scope Specification.

(B) Report on Project Requirements and Objectives: Based on its study and analysis, and no later than ten (10) days after the effective date of the Contract, Design/Builder shall prepare and submit to Owner a written report detailing Design/Builder's understanding and analysis of the Project Requirements and identifying any design, construction, scheduling, budgetary, operational, or other problems which may result from said requirements. The written report of Design/Builder shall also include proposed solutions, including design alternatives if appropriate, addressing each of the identified problems. Design/Builder shall review such report with Owner and shall implement such changes as Owner may require as provided in Paragraph 3(B) of this Contract.

(C) Scheduling: Based upon the Design/Builder recommendation that the Project Schedule should be "fast tracked" for the Design Phase, Owner agrees to review the proposed plan of action promptly. The proposed schedule should include sufficient budget allowances in anticipation of currently unknown refinements of budgets that may become necessary and in order to control Project costs.

the provisions of Article 13 Paragraph (G) of this Agreement, Owner shall review and approve, where appropriate, the Design Documents, or any portion thereof.

(C) Design Documents: Design Documents means all the design documents provided by Design/Builder and approved by Owner pursuant to the Contract including, without limitation, those for use in constructing the Project, performing the Work, and the rendering of the Project fully operational, and shall include, without limitation, detailed plans, drawings, specifications, manuals, and related materials prepared by or on behalf of Design/Builder.

(D) Guaranteed Maximum Price Includes Detailed Design: The Guaranteed Maximum Price, as set forth in Article 10 below, shall include the cost of constructing the Project Work in strict accordance with the requirements of the Detailed Design.

ARTICLE 7

CONSTRUCTION SERVICES

(A) General Intent: Design/Builder shall perform all Work necessary to construct the Project in accordance with this Contract, and to render the Project and all its components operational and functionally and legally usable for their intended purpose.

(B) Work Defined: The term "Work" shall mean whatever is done by or required of Design/Builder to perform and complete its duties relating to the construction of the Project under the Contract, including, without limitation, the following:

- (1) construction of the whole and all parts of the Project in full and strict conformity with this Contract;
- (2) the provision and furnishing, and prompt payment therefor, of all labor, supervision, services, materials, supplies, equipment, fixtures, appliances, facilities, tools, transportation, storage, power, fuel, heat, light, cooling, other utilities and things required for the construction of the Project;
- (3) the procurement and furnishing of all necessary building permits and other permits required for the construction of the Project;
- (4) the creation and submission to Owner of detailed as-built drawings depicting all as-built construction;
- (5) the furnishing of any required surety bonds and insurance as required by the Contract;
- (6) the furnishing of all equipment and product warranties, manuals, test results and user guides required by the Contract or otherwise reasonably available to Design/Builder; and
- (7) the furnishing of all other services and things required or reasonably inferable from the Contract Documents, including the provisions of Article 9 below.

ARTICLE 9

ADDITIONAL DUTIES AND RESPONSIBILITIES OF DESIGN/BUILDER

(A) Design/Builder To Perform All Work Required By The Contract: The intent of this Contract is to require complete, correct and timely execution of the design and the Construction Work. Any and all Construction Work that may be required, reasonably implied, or reasonably inferred by the Contract, or any part of it, as necessary to produce the intended result shall be provided by Design/Builder for the Guaranteed Maximum Price as provided in Article 10 of this Contract.

(B) Strict Compliance With The Contract Documents: All Construction Work performed by Design/Builder shall be in strict compliance with this Contract. "Substantial compliance" is not strict compliance. Any Construction Work not in strict compliance with the Contract is defective.

(C) Supervision Of The Construction Work: The Construction Work shall be strictly supervised and directed using Design/Builder's best and highest skill and effort. Design/Builder shall bear full responsibility for any and all acts or omissions of those engaged in the Construction Work on behalf of Design/Builder.

(D) Warranty Of Construction Workmanship And Materials: Design/Builder warrants and guarantees to Owner that all labor furnished to perform the Construction Work under the Contract will be competent to perform the tasks undertaken and is the best quality obtainable, that the product of such labor will yield only first-class results in strict compliance with the Contract, that materials and equipment furnished will be of high quality and new unless otherwise permitted by the Contract, and that the Construction Work will be of high quality, free from faults and defects and in strict conformance with the Contract. Any and all Construction Work not strictly conforming to these requirements shall be considered defective and shall constitute a breach of Design/Builder's warranty.

(E) Commencement Of Guarantee And Warranty: Special or specific guarantees and warranties which are required by the Contract to run for a fixed period of time shall commence running on the date of Substantial Completion of all Construction Work.

(F) Design/Builder's Schedule of Construction: Design/Builder, within fifteen (15) days after the Commencement Date, shall submit to the Owner for his information, and shall comply with, Design/Builder's Schedule of Construction for completing the Construction Work by the Scheduled Completion Date. The Schedule of Construction shall reflect the performance of all Construction Work on weekdays and non-holidays. The Schedule of Construction shall be a detailed critical path management ("CPM") schedule in a form acceptable to Owner. The Schedule of Construction shall be revised at least monthly and shall be revised to reflect conditions encountered from time to time and shall be related to the entire Project. Each such revision shall be furnished to Owner. Strict compliance with the requirements of this Paragraph shall be a condition precedent for payment to Design/Builder, and failure to strictly comply with said requirements shall constitute a material breach of the Contract. No claim for an increase in the Guaranteed Maximum Price ("GMP") shall be allowed as a result of Design/Builder basing the GMP upon an early completion schedule, or as a result of delays and costs attributable to completion later than the planned early completion date.

(N) Testing, Inspections, and Approvals: Owner shall be responsible for procuring all tests and inspections required by sound professional practices and by governmental authorities having jurisdiction over the Project. Owner shall provide certified results of such tests to Design/Builder. If the laws, ordinances, rules, regulations or orders of any public authority having jurisdiction require any Construction Work to be specifically inspected, tested, or approved, Owner shall assume full responsibility therefore, pay all costs in connection therewith. Design/Builder shall be responsible for paying for any failed test and/or re-inspections required due to failed test and/or inspections.

(O) Owner's Regulations And Applicable Laws: Design/Builder shall, during the course of the Construction Work, comply with any regulations or guidelines prescribed by Owner. Design/Builder warrants that it will comply with all public laws, ordinances, rules and regulations applicable to the services to be performed under the Contract, including without limitation, those relating to the terms and conditions of the employment of any person by Design/Builder in connection with the Construction Work to be performed under the Contract.

(P) Compliance With Construction Regulations: Design/Builder shall perform the Construction Work in accordance with all construction codes, laws, ordinances or regulations applicable to the design and execution of the Construction Work. Any fine or penalty which may be imposed as consequence of any violation of this provision shall be paid by Design/Builder, and Design/Builder shall fully indemnify and hold Owner harmless from all loss, damage, and expense, including attorney's fees, resulting from any such violation or alleged violation of codes, laws, ordinances, or regulations, regardless of a concurrent contribution by Owner, through negligence or other wrongful act, to such loss, damage, or expense, except that such indemnity shall not apply if the violation is solely and directly caused by a negligent or willful act or omission of Owner, its officers, agents, or employees.

(Q) Permits, Licenses And Notices: The Owner shall pay for the master building permit. All other trade/subcontractor permits, licenses and authorizations necessary for the construction of the Project shall be secured and paid for by Design/Builder. Design/Builder shall notify the Owner when it has received said permits, licenses, and authorizations, and upon receipt shall supply the Owner with copies of same. The originals of permits, licenses and authorizations shall be delivered to the Owner upon completion of the Construction Work, and receipt of these documents by Owner shall be a condition precedent to final payment. Design/Builder shall also give and maintain any and all notices required by applicable laws pertaining to the construction of the Construction Work.

(R) Conditions to Site Access: NA

(S) Site Safety and Security: Design/Builder shall take all reasonable steps and legally required measures at the site to comply with applicable safety regulations and standards and to adequately protect the Construction Work, stored materials, and temporary structures located on the premises, and to prevent unauthorized persons from entering upon the site. Design/Builder shall at all times safeguard Owner's property and employees from injury or loss in connection with the performance of the Contract. Design/Builder shall at all times safeguard and protect its own partially or completely finished Construction Work and that of the adjacent property and all adjacent construction Work from damage. Design/Builder shall protect Owner's equipment, apparatus, machinery, and other property and all adjacent construction Work with boarding and other safeguards so as to keep the premises free from dampness, dirt, dust, or other damage and shall remove all such temporary protection upon completion of the Construction Work.

(1) Owner shall pay and Design/Builder shall accept the GMP for the performance of all Construction Work required by the Contract, and the performance of all other requirements of this Contract. The GMP shall consist of the Cost of the Construction Work as defined in the Contract, plus the Design/Builder's Management Fee, which is \$0.00. Design/Builder, however, agrees and guarantees that the GMP shall not exceed (\$3,005,786.00) Three Million Five Thousand Seven Hundred Eighty Six Dollars and zero Cents, subject to additions and deductions by Change Order as provided in the Contract Documents. Owner agrees to perform its responsibilities so as to assist Design/Builder to facilitate the completion of the Construction Work and represents to Design/Builder that there will be sufficient funds available to pay Design/Builder up to the GMP of (\$3,005,786.00) Three Million Five Thousand Seven Hundred Eighty Six Dollars and Zero Cents, as adjusted by any Change Order. The GMP, unless changed by Supplemental Agreement or Change Order, represents the absolute limit of obligation or liability that Owner may ever have insofar as the cost for full and final completion of the Construction Work, and the total of all payments to Design/Builder or its Subcontractors, are concerned. Should additional amounts be required to be expended, over and above the GMP, to achieve completion of the Construction Work, including Project construction, and payment to Design/Builder, in accordance with this Contract, liability for and payment of such additional amounts shall be the sole responsibility of Design/Builder and its Contract Surety herein, and Owner shall never be liable for same. Should the final Cost of the Construction Work and Design/Builder's compensation total less than the GMP, or any approved revision thereof, the difference shall inure to the benefit of Design/Builder and No claim for all or any portion of said difference shall be retained by Owner. Owner's limitation of obligation or liability set out in this Paragraph shall be incontrovertible and unequivocal; any term or provision of this Contract, the Exhibits, attachments, or provisions incorporated by reference in or to this Contract, or of any Subcontract executed in furtherance of the anticipated Construction Work under the Contract shall not be construed or deemed to alter or waive this absolute condition. Likewise, Design/Builder's absolute responsibility for the completion of the Project in accordance with the Contract Documents, including the Plans and Specifications, and within the agreed cost constraints, as well as Design/Builder's agreement to bear all costs in excess of the GMP without recourse to Owner, if such excess costs are necessary for the completion of the Construction Work, shall be incontrovertible and undisputable, and shall take precedence over All other terms and provisions of this Contract and the Exhibits hereto, no part of which shall be deemed to alter, diminish or waive such obligations. However, if such excess cost is as a result of unforeseen conditions, site differing conditions, Owner's requested change, Building Department or Authority Having Jurisdiction requested change over and beyond code requirements or acts of God, then Article 16 of this contract shall govern and Design/Builder shall comply with said article as required.

(B) Management of Construction Work: NA

(C) Cost of Construction Work: NA

(D) Reconstruction Due to Casualty Loss: If, after a substantial loss from fire, flood, or similar cause not due to the default or neglect of the Design/Builder, the Design/Builder is put in charge of reconstruction, the Design/Builder shall be paid General conditions and Overhead and Profit for its services proportionate to the General conditions and Overhead and Profit specified in this Contract. Any

(C) Time for Payment: Within thirty (30) days after receipt by Owner of a properly prepared and certified request for payment, Owner shall make payment to Design/Builder in an amount equal to the total of the Cost of the Construction Work and Services properly performed or furnished as of the date covered by such request for payment, less retainage in the amount of ten percent (10%), and less any payments previously made by Owner to Design/Builder.

(D) Payment of the Management Fee: N/A

(E) Right to Audit: Owner shall be entitled to rely upon the accuracy and completeness of the information furnished by Design/Builder in connection with its request for payment. Owner shall have the right, however, upon demand, to make a detailed examination, audit or inspection of Design/Builder's books and records for the purpose of verifying the accuracy and completeness of such information. In the event Owner determines that Design/Builder has been paid any sums not due Design/Builder, same shall be reimbursed by Design/Builder to Owner within forty-eight (48) hours of demand by Owner.

(F) Condition Precedent To Final Payment: Notwithstanding any other provision in the Contract Documents, final payment shall not be made to Design/Builder until Design/Builder has fully performed all of its obligations under the Contract and the Design Services and the Construction Work are fully complete.

(G) Owner's Review of Pay Requests: Owner shall have the right to review all pay requests and the Design Services and the Construction Work at the Project site or elsewhere to determine whether the quantity and quality of the Construction Work and the Design Services is as represented in the pay request and as required by the Contract.

(H) Conditions Precedent to Payment: In addition to all other conditions precedent contained herein, it shall be a condition precedent to payment of any pay request that Design/Builder have submitted updated schedules for the performance of its Construction Work and Design Services as required by this Agreement and that Design/Builder shall have furnished to Owner properly executed waivers of lien, in a form acceptable to Owner, from all Subcontractors, materialmen, Suppliers or others having lien rights, wherein they shall acknowledge receipt of all sums due pursuant to all prior pay requests and waive and relinquish any liens or lien rights relating thereto.

(I) Passage of Title to Construction Work: Notwithstanding progress payments made by Owner under this Contract, title to Construction Work under this Contract does not pass to Owner until final completion and acceptance of the Project by Owner, at which point title to all Construction Work is deemed to pass immediately to Owner. The risk of loss regarding completed Construction Work that is paid for by Owner prior to final completion and acceptance remains with Design/Builder.

(J) Design/Builder's Use of Progress Payments: Upon receipt of any payment from Owner, Design/Builder shall promptly pay all Subcontractors, materialmen, laborers, and Suppliers such amounts as they are entitled for the Construction Work covered by such payment.

(K) Use of Joint Checks: If Owner becomes informed that Design/Builder has not paid a Subcontractor, materialman, laborer, or Supplier as provided herein, Owner shall have the right, but not the duty, to issue checks and payment then or thereafter otherwise due to Design/Builder naming Design/Builder

(2) Each request for payment shall include a certification by Design/Builder of the percentage of completion, as of the date of such request for payment, of those portions of the Design Services and the Construction Work as identified in the Schedule of Values. Design/Builder shall furnish to Owner such documentation or other supporting data as Owner may request in order to verify the percentage of completion certified by Design/Builder;

(3) Owner shall have no obligation to make payment to Design/Builder for any Design Services or Construction Work where the amount for which such payment is requested is in excess of the amount allocated in the Schedule of Values for such Design Services or Construction Work based upon the percentage of completion as of the date of the request for payment.

(O) Failure of Payment: If payment from the Owner to the Design Builder is not issued within the time period required by Article 11 of the Agreement, then the Design/Builder may, upon seven days written notice to the Owner, may stop work until payment for work performed has been issued to the Design/Builder. The Contract shall be extended appropriately in accordance with article 8(D). If owner is notified a subcontractor has not been paid and Design/Builder fails to provide proof of said payment, Owner reserves the right to pay the subcontractor directly and deduct said payment from the Design/Builder's next pay request.

(P) Owner's contingency: The Owner shall establish a contingency which shall be used by the Design/Builder upon the direction and approval of the Owner for all changes over and beyond the GMP such as, but not limited to owner requested changes, unforeseen conditions, changes caused by acts of God, and/or regulatory changes.

ARTICLE 12

SUBSTANTIAL AND FINAL COMPLETION

(A) Substantial Completion: "Substantial Completion" means that stage in the progression of the Construction Work, as approved by Owner in writing, when the Project is sufficiently complete in accordance with the Contract that Owner can enjoy beneficial use or occupancy of the entire Project and can utilize it for all of its intended purposes. A condition precedent to Substantial Completion is the receipt by Owner of all necessary certificates of occupancy or other authorizations for the use and occupancy of the Project required by any governmental or regulatory authority. Owner reserves the right to occupy and use any part, phase or system of the Project when such part, phase or system is substantially completed, but such partial use or occupancy of the Project shall not result in the Project being deemed substantially complete, and such partial use or occupancy shall not be evidence of Substantial Completion.

(B) Determination Of Substantial Completion: When Design/Builder believes that the Construction Work is substantially complete, Design/Builder shall notify the Owner in writing and shall submit to Owner a list of items remaining to be completed or corrected. The Owner (or an independent consultant hired by Owner) will perform an inspection. If the Construction Work is substantially complete, in the sole opinion of Owner, Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion. The Certificate of Substantial Completion shall state the responsibilities of Owner and Design/Builder for Project security, maintenance, heat, utilities, damage to the Construction Work, and insurance, and shall fix the date, not longer than thirty (30) days after the established date of Substantial Completion, within which Design/Builder shall complete any items of

(H) Acceptance Of Final Payment A Waiver: Acceptance by Design/Builder of final payment shall constitute a waiver and release of all claims against Owner by Design/Builder except for those claims previously made in writing against Owner by Design/Builder, pending at the time of final payment and specifically identified on Design/Builder's pay request for final payment as unsettled at the time it submits its pay request.

ARTICLE 13

OWNER'S DUTIES, OBLIGATIONS, AND RESPONSIBILITIES

In addition to payment, Owner shall undertake to perform the following:

(A) Provide Project Information: Owner shall provide Design/Builder with information regarding Owner's requirements for the Project including any desired or required design or construction schedule.

(B) Review Of Documents: Owner shall review any documents submitted by Design/ Builder requiring Owner's decision, and shall render any required decisions pertaining thereto.

(C) Provide Notice Of Defects: In the event Owner knows of any material fault or defect in the Construction Work, nonconformance with the Contract, or of any errors, omissions or inconsistencies in the Design Documents, then Owner shall give prompt notice thereof in writing to Design/Builder.

(D) Access To The Site And The Construction Work: Owner shall provide Design/Builder access to the site and to the Construction Work, and shall provide Design/Builder with such information, existing and reasonably available, necessary to Design/Builder's performance of the Contract as Design/Builder may request.

(E) Cooperation To Secure Permits, Licenses, Approvals, And Authorizations: Owner shall cooperate with Design/Builder in securing any necessary licenses, permits, approvals or other necessary authorizations for the design, construction and certification of the Project.

(F) Timely Performance: Owner shall perform the duties set forth in this Article 13 in a reasonably expeditious fashion so as to permit the orderly and timely progress of Design/Builder's Design Services and of the Construction Work.

(G) Owner's Reviews, Inspections, Approvals, And Payments Not A Waiver: Owner's review, inspection, or approval of any Construction Work, Design Documents, Submittals, or pay requests by Design/Builder shall be solely for the purpose of determining whether such Construction Work and such documents are generally consistent with Owner's construction program and requirements. No review, inspection, or approval by Owner of the Construction Work or documents shall relieve Design/Builder of its responsibility for the performance of its obligations under the Contract or the accuracy, adequacy, fitness, suitability, or coordination of its Design Services or the Construction Work. Approval by any governmental or other regulatory agency or other governing body of any Construction Work, Design Documents, or Contract Documents shall not relieve Design/Builder of responsibility for the strict performance of its obligations under the Contract. Payment by Owner pursuant to the Contract shall not constitute a waiver of any of Owner's rights under the Contract or at law, and Design/Builder expressly

after Final Completion of the Project, and for any longer period of time as may be required by law or good management practice.

(B) Availability of Project-Related Records To Owner: All Project Records which are in the possession of Design/Builder or Design/Builders Subcontractors shall be made available to Owner for inspection and copying upon Owner's request at any time. Additionally, such records shall be made available upon request by Owner to any state, federal or other regulatory authorities, and any such authority may review, inspect and copy such records. The Project Records include, without limitation, all drawings, plans, specifications, Submittals, correspondence, logs, minutes, memoranda, photographs, tape or videotape recordings, or other writings or things which document the Project, its design, or its construction. Said records include those documents reflecting the cost of design and construction to Design/Builder.

ARTICLE 15

PERSONNEL, SUBCONTRACTORS AND SUPPLIERS

(A) Subcontractor Defined: A "Subcontractor" means an entity which has a direct contract with Design/Builder to perform a portion of the Construction Work or the Design Services. For purposes of the Contract, Subcontractors shall also include those furnishing specially fabricated equipment and materials for the Project.

(B) Supplier Defined: A "Supplier" means an entity providing only equipment or materials for the performance of the Construction Work.

(C) Objections to Subcontractors: Upon execution of this Agreement, and at such later times as may be applicable, Design/Builder shall furnish Owner, in writing, the names of persons or entities proposed by Design/Builder to act as Subcontractors on the Project. Design/Builder shall provide such information regarding such proposed Subcontractors as Owner deems necessary. Owner shall promptly reply to Design/Builder, in writing, stating any objections Owner may have to such proposed Subcontractors. Design/Builder shall not enter into a subcontract with an intended Subcontractor with reference to whom Owner objects. Any consent or failure to reject by Owner shall in no way relieve Design/Builder of any of its duties or warranties under the Contract.

(D) Terms of Subcontracts: All subcontracts and purchase orders with Subcontractors shall afford Design/Builder rights against the Subcontractor which correspond to those rights afforded to Owner against Design/Builder under this Contract, including those rights of Contract suspension, termination, and stop Construction Work orders as set forth in this Contract. It is expressly agreed that no relationship of agency, employment, contract, obligation or otherwise shall be created between Owner and any Subcontractor of Design/Builder, and a provision to this effect shall be inserted into all agreements between Design/Builder and its Subcontractors.

(E) Design/Builder Responsible For Acts Of Its Subcontractors: Should Design/Builder subcontract all or any part of the Construction Work, such subcontracting of the Construction Work shall not relieve Design/Builder from any liability or obligation under the Contract or under any applicable policy, law or regulation, and Design/Builder shall be responsible for all and any acts, defaults, omissions or negligence of its Subcontractors, Suppliers, and consultants.

(B) Changes And Extensions of Time: All change orders, changes requested by Design/Builder, or extensions of Contract Time occurring during construction of the Project related to actual Construction Work shall be governed by Articles 16. All changes to the scope of Design Services or extensions of the agreed upon Design Schedule during the design process shall be made by mutual agreement of Owner and Design/Builder, and claims for an increase in design compensation due to a change in the scope of design construction Work or for an extension of time to the Design Schedule shall be made in writing within seven (7) calendar days after occurrence of the event that gives rise to the claim. All requests for additional compensation due to a change in the scope of Design Services, and all requests for an extension of time to the Design Schedule, shall include sufficient backup documentation for Owner to reasonably understand the request and the amount of time or compensation requested and to determine the merits of the request. Design/Builder shall be allowed a fifteen (15%) markup on construction cost, for Overhead and Profit, on each change order.

(C) Adjustments to Guaranteed Maximum Price Or Contract Time: Upon the occurrence of a change order for Construction Work as set forth in Paragraph 16(A) hereinabove which increases the Cost of the Construction Work, the Guaranteed Maximum Price will thereafter include such Cost of the Construction Work and Services attributable to such change to the extent allowed by Paragraph 10(B) hereinabove. The failure of Design/Builder to provide notice in writing to Owner in accordance with Paragraph 16(B) of any request for an increase in the Guaranteed Maximum Price or for an extension of the Contract Time shall constitute a waiver by Design/Builder of any entitlement thereto.

(D) Continuing Duty to Perform Construction Work And Make Payment; In the event the parties are unable to agree on the terms of a Change Order or Supplemental Agreement, then Design/Builder shall continue to diligently perform the Design Services and the Construction Work, including any change directed by Owner by Change Order or Supplemental Agreement, on a time and material basis until an agreement is reached. If no agreement is reached prior to the completion of the work, Design/Builder shall submit to the Owner for payment, all documents that substantiates the cost of work. The Dedsign/Builder shall keep thorough records of the cost of performance of such Change Order or Supplemental Agreement.

(E) Fiduciary Relationship: Design/Builder recognizes and accepts a fiduciary relationship of trust and confidence hereby established between Design/Builder and Owner and agrees that it shall at all times in good faith use its best efforts to advance Owner's interests and agrees to perform the Design Services and the Construction Work in the highest professional manner.

ARTICLE 17

CLAIMS BY DESIGN/BUILDER

(A) Terms And Conditions Of Claims: Claims by Design/Builder against Owner are subject to the terms and conditions of this Article 17, and strict compliance herewith shall be a condition precedent to any liability of Owner.

to deny all, or any part, of such extension of Contract Time by written notice to Design/Builder provided within seven (7) days of receipt of Design/Builder's claim. Should Owner deny Design/Builder's claim for an extension of Contract Time under this Subparagraph (2), either in whole or in part, Design/Builder shall proceed to prosecute the Construction Work in such a manner as to achieve Substantial Completion on or before the then existing Scheduled Completion Date.

(H) Claims Resolved by Change Order: The resolution of any claim under this Article 17 shall be reflected by a Change Order or Supplemental Agreement executed by Owner and Design/Builder.

ARTICLE 18

UNCOVERING AND CORRECTING CONSTRUCTION WORK

(A) Design/Builder Not To Cover Construction Work Contrary To Requirements: If any of the Construction Work is covered, concealed or obscured contrary to the written request of Owner, or contrary to any provision of the Contract, said Construction Work shall, if required by Owner, be uncovered for inspection and shall be properly replaced at Design/Builder's expense without change in the Contract Time.

(B) Owner's Right To Order Uncovering Of Any Construction Work: If any of the Construction Work is covered, concealed or obscured in a manner not inconsistent with Paragraph 18(A) above, it shall, if required by Owner, be uncovered for inspection. If such Construction Work conforms strictly to the Contract, the cost of uncovering and proper replacement shall be charged to Owner. If such Construction Work does not strictly conform with the Contract, Design/Builder shall pay the cost of uncovering and proper replacement.

(C) Duty To Correct Rejected Construction Work: Design/Builder shall immediately proceed to correct Construction Work rejected by Owner as defective or failing to conform to the Contract. Design/Builder shall pay all costs and expenses associated with correcting such rejected Construction Work, including any additional testing and inspections made necessary thereby.

(D) Duty To Correct Defective Construction Work Discovered After Completion: In addition to its warranty obligations set forth elsewhere herein, Design/Builder shall be specifically obligated to correct at its cost and expense any and all defective or nonconforming Construction Work for a period of twelve (12) months following Final Completion upon written direction from Owner. This obligation shall survive final payment by Owner and termination of the Contract.

(E) No Period Of Limitation Established: Nothing contained in Paragraph 18(D) shall establish any period of limitation with respect to other obligations which Design/Builder has under the Contract. Establishment of the one-year time period in Paragraph 18(D) above relates only to the duty to Design/Builder to specifically correct the Construction Work.

(F) Owner's Option To Accept Defective Construction Work: Owner may, but shall in no event be required to, choose to accept defective or nonconforming Construction Work. In such event, the Contract Price shall be reduced by the reasonable costs of removing and correcting the defective or nonconforming Construction Work. Owner shall be entitled to a reduction in the GMP regardless of

from the effective date of termination, Owner shall pay Design/Builder an amount derived in accordance with Subparagraph (3) below;

(2) Owner and Design/Builder may agree to the compensation, if any, due to Design/Builder under this paragraph;

(3) Absent agreement to the amount due to Design/Builder, Owner shall pay Design/Builder, as full compensation for termination for convenience, the following amounts:

(a) the Cost of the Construction Work to the extent incurred or paid prior to receipt by Design/Builder of the notice of termination;

(b) such portion of Design/Builder's Fee which is earned and unpaid as of the date of receipt by Design/Builder of the notice of termination; and

(c) reasonable costs of settling and paying claims arising out of the termination of subcontracts or orders pursuant to Paragraph 19(E) hereinabove. These costs shall not include amounts paid in accordance with other provisions of this Contract.

In no event shall Design/Builder be entitled to recover lost profits or other incidental or Consequential damages from Owner on account of a termination for convenience, or an erroneous termination for cause as described below.

(G) Termination by Owner for Cause: If Design/Builder does not perform the Construction Work, or any part thereof, in a timely manner, supply adequate labor, supervisory personnel or proper equipment or materials, or if it fails to timely discharge its obligations for labor, equipment and materials, or proceeds to disobey applicable laws, ordinances, rules, regulations or orders of any public authority having jurisdiction, or otherwise commits a violation of a material provision of the Contract, then Owner may by written notice to Design/Builder, without prejudice to any other right or remedy against Design/Builder or others, terminate the performance of Design/Builder and take possession of the Project site and of all materials and equipment at the site and may finish the Construction Work by whatever methods it may deem expedient, after providing Design/Builder a thirty (30) day written notice to correct such deficiency. In such cases, Design/Builder shall not be entitled to receive any further payment until the Construction Work is finished.

(H) Erroneous Termination For Cause: In the event the employment of Design/Builder is terminated by Owner for cause pursuant to Paragraph 19(G) and it is subsequently determined by a court or other tribunal of competent jurisdiction that such termination was without cause, such termination shall thereupon be deemed a Termination for Convenience under Paragraph 19(E) and the provisions of Paragraph 19(F) regarding compensation shall apply.

ARTICLE 20

OWNERSHIP OF DOCUMENTS

(A) Documents Considered Owner's Property: The Design Documents and the Contract Documents, including but not limited to, the drawings, specifications and other documents or things prepared by Design/Builder for the Project, shall immediately become and be the sole property of Owner. Any documents furnished by Owner shall remain the property of Owner. Design/Builder may be permitted to retain copies of the Design Documents and Contract Documents and any documents furnished by Owner for its records with approval in writing of Owner; provided, however, that in no event shall Design/Builder use, or permit to be used, any portion or all of such documents on other projects without Owner's prior written authorization.

an insurance business in the State of Florida and licensed to issue surety bonds in the State of Florida, and otherwise acceptable to Owner. Owner shall be responsible for payment of the bond.

(B) Subcontractor Bonds: Each Subcontractor whose Subcontract is equal to or greater than \$250,000 will likewise be required, as a condition of their Subcontract, to execute similar Payment and Performance Bonds in the full amount of each Subcontract, naming both Design/Builder and Owner as joint obliges. Subcontractors not required to provide a payment bond will not be paid progress payments, but shall be paid upon final completion and acceptance of their Construction Work.

ARTICLE 24

NONDISCRIMINATION

(A) General: As a condition of this Contract, Design/Builder covenants that Design/Builder will take all necessary actions to insure that, in connection with any work under this Contract, Design/Builder, his associates and subcontractors, will not discriminate in the treatment or employment of any individual or groups of individuals on the grounds of race, color, religion, national origin, age, sex, or handicap unrelated to job performance, either directly, indirectly or through contractual or other arrangements. Design/Builder shall also comply with all applicable requirements of the Americans with Disabilities Act, 42 U.S.C.A. §§12101-12213, as amended. In this regard, Design/Builder shall keep, retain and safeguard all records relating to this Contract or work performed hereunder for a minimum period of three (3) years from final Contract completion, with full access allowed to authorized representatives of Owner, upon request, for purposes of evaluating compliance with this and other provisions of the Contract.

(B) Local Preference: Design/Builder shall advertise for, promote, encourage and request local subcontractors for this Project. Design/Builder shall have final decision as to the subcontractors selected for this project; but, shall try to maintain a minimum 15% ratio of local subcontractors. Local subcontractors are defined as subcontractors with business addresses within 20 miles of the project site.

ARTICLE 25

DISPUTES

Disputes: In the event of any dispute under this Contract, including but not limited to whether or not Contractor has failed to honor warranties, the parties agree to work in good faith to resolve such disputes; provided, however, in the event a dispute remains unresolved after both parties engage in the resolution process, the parties agree to mediate said dispute.

ARTICLE 26

MISCELLANEOUS PROVISIONS

(A) Governing Law; Venue: This Contract shall be governed by and construed in accordance with the laws and court decisions of the State of Florida, without regard to conflict of law or choice of law

(H) Captions: The captions to the various clauses of this Contract are for informational purposes only and shall not alter the substance of the terms and conditions of this Contract.

(I) Entire Agreement; No Oral Modifications: This Contract (with all referenced Exhibits, attachments, and provisions incorporated by reference) embodies the entire agreement of both parties, superseding all oral or written previous and contemporary agreements between the parties relating to matters set forth in this Contract. Except as otherwise provided elsewhere in this Contract, this Contract cannot be modified without written supplemental agreement executed by both parties.

EXECUTED as of the ___ day of _____, 2011, by Owner and by Design/Builder, acting through its duly authorized officials.

APPROVED AS TO FORM:



Print Name: Vincent T. Brown
Date: 1/12/2011
Title: President/CEO

Martin Luther King Jr. EDC



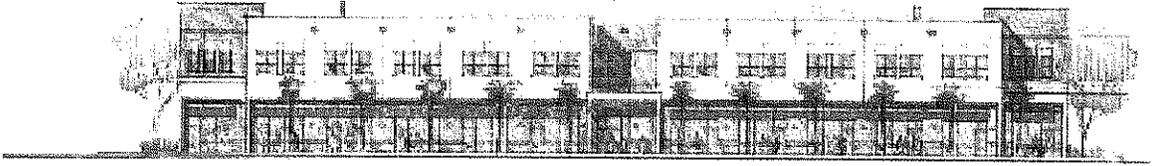
Print Name: Martin Luther King Jr. EDC
Date: 1/12/2011
Title: President/CEO

ODUA Group, LLC

Payroll Summary

Check Date	Name	Hours	Total Paid	Tax Withheld	Deductions	Net Pay	Check No.	Employer Liability	Total Expense
06/24/2011	Deal, Rose M	86.00	1,391.07	166.29	0.00	1,224.78	120	106.42	1,497.49
06/24/2011	STRACHAN, ANTHONY	84.00	1,118.00	181.06	205.54	731.40	121	85.53	1,203.53
06/10/2011	Deal, Rose M	83.50	1,332.46	154.19	0.00	1,178.27	117	101.93	1,434.39
06/10/2011	STRACHAN, ANTHONY	83.50	1,108.25	179.04	205.54	723.67	118	84.78	1,193.03
05/27/2011	Deal, Rose M	83.50	1,332.46	154.20	0.00	1,178.26	114	101.93	1,434.39
05/27/2011	STRACHAN, ANTHONY	83.50	1,108.25	179.05	205.54	723.66	115	84.78	1,193.03
05/13/2011	Brown, Vincent T	0.00	3,000.00	0.00	0.00	3,000.00	110	0.00	3,000.00
05/13/2011	Deal, Rose M	83.00	1,320.74	151.77	0.00	1,168.97	111	101.04	1,421.78
05/13/2011	STRACHAN, ANTHONY	83.00	1,098.50	177.04	205.54	715.92	112	84.04	1,182.54
04/29/2011	Deal, Rose M	84.00	1,344.18	156.61	0.00	1,187.57	107	102.83	1,447.01
04/29/2011	STRACHAN, ANTHONY	89.00	1,215.50	201.19	205.54	808.77	108	92.98	1,308.48
04/15/2011	Deal, Rose M	82.00	1,287.29	146.94	0.00	1,150.35	104	99.24	1,398.53
04/15/2011	STRACHAN, ANTHONY	83.50	1,108.25	179.05	205.54	723.66	105	84.78	1,193.03
04/01/2011	Deal, Rose M	83.50	1,332.46	154.19	0.00	1,178.27	101	101.93	1,434.39
04/01/2011	STRACHAN, ANTHONY	83.50	1,108.25	179.04	205.54	723.67	102	105.30	1,213.55
Employee Totals:			\$20,215.66	\$2,359.66	\$1,438.78	\$16,417.22		\$1,337.51	\$21,553.17
06/24/2011	SFLDU					205.54	122		
06/10/2011	SFLDU					205.54	119		
05/27/2011	SFLDU					205.54	116		
05/13/2011	SFLDU					205.54	113		
04/29/2011	SFLDU					205.54	109		
04/15/2011	SFLDU					205.54	106		
04/01/2011	SFLDU					205.54	103		
Payment Check Totals:						\$1,438.78			
Pay Frequency Totals :			\$20,215.66	\$2,359.66	\$1,438.78	\$17,856.00		\$1,337.51	\$21,553.17
Company Totals :			\$20,215.66	\$2,359.66	\$1,438.78	\$17,856.00		\$1,337.51	\$21,553.17

Company: MARTIN LUTHER KING ECONOMIC
 Check dates from: 4/1/2011 - Payroll 1 to: 6/24/2011 - Payroll 1
 Pay Period from: 03/21/2011 to: 06/26/2011



RESOLUTION NO.: 07-006

RESOLUTION OF THE BOARD CHANGING THE MLKEDC CONSTRUCTION PROJECT DISCRPTION TO "MLKEDC WILL RENOVATE OR CONSTRUCT A NEW PLAZA TO ATTRACT COMMERCIAL BUSINESSES AND TO HELP SPUR ECONONMIC DEVELPOMENT IN THE AREA".

FINDINGS: That the initial new plaza constriction project description, "To provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs", was adopted when the project had not been fully defined. As such, it is in the best interest of MLKEDC to change the project description to "MLKEDC will renovate or construct a new plaza to attract commercial businesses and to help spur economic development in the area."

WHEREAS, THE Board desires to accomplish the objectives as outlined above by adopting the new project description for the new plaza construction project.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF MLKEDC that they hereby change and therefore adopt the new plaza construction project description to be : MLKEDC WILL RENOVATE OR CONSTRUCT A NEW PLAZA TO ATTRACT COMMERCIAL BUSINESSES AND TO HELP SPUR ECONONMIC DEVELPOMENT IN THE AREA.

The foregoing resolution was offered by Anthony Cutler who moved its adoption. The motion was seconded by Helen Stewart, and upon being put to a vote:
Billy Hardemon - Approve Helen Stewart - Approve Ronald Sands - Approve
David Chiverton - Approve Anthony Cutler - Approve

The Chairperson/President thereupon declared this resolution duly passed and adopted this 3rd day of May, 2007.

Signature - Chairperson/Officer

Helen Stewart