

Memorandum



Date: October 15, 2026

IEIC
Agenda Item No. 3(D)

To: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

From: Daniella Levine Cava *Daniella Levine Cava*
Mayor

Subject: Amendment No. 2 to the Grant Agreement between the County and Thriving Mind South Florida, Inc. (f/k/a South Florida Behavioral Health Network, Incorporated) for Administrative and Construction Closeout for the Mental Health Center Renovation Project

Executive Summary

This item provides for the administrative and financial closeout, as well as retroactive extension of the term of the Grant Agreement by and between Miami-Dade County (County) and Thriving Mind South Florida, Inc. (f/k/a South Florida Behavioral Health Network, Inc.) (Thriving Mind) for the development and construction of the new Mental Health Center located at 2200 NW 7 Avenue, Miami, Florida. In 2017, the Board of County Commissioners (Board) approved a sublease and Grant Agreement with Thriving Mind for the purposes of completing renovations to, and operations of, the Mental Health Center. Thereafter, Thriving Mind contracted with Thornton Construction Company, Inc. (Contractor) and sought reimbursement for construction and related project costs from the County under the terms of the Grant Agreement.

In January 2024, the Contractor reached substantial completion of the construction on the Mental Health Center. However, the Grant Agreement with Thriving Mind expired in June 2024 before the County and Thriving Mind could complete reconciliation of all construction-related expenses. Without an active contract, the County has been unable to make final payments owed to Thriving Mind. Therefore, this item is necessary to reimburse Thriving Mind from remaining grant funding for the project. The item authorizes the County Mayor or County Mayor's designee to finalize and close out up to \$1.62 million of existing project funds related to documented project costs and pending claims between the County, Thriving Mind, and the Contractor. There is no additional funding being requested in conjunction with this item. The new Mental Health Center is anticipated to open by early 2027.

Recommendation

It is recommended that the Board adopt the accompanying resolution to:

- Authorize the execution of Amendment No. 2 to the Grant Agreement with Thriving Mind, retroactively extending the term of the Grant Agreement, as amended, to 90 days after the effective date of the attached resolution; and
- Authorize financial disbursements, adjustments and release of retainage following review and reconciliation by the County to Thriving Mind for documented project costs in an amount not to exceed \$1.62 million, inclusive of payments owed to the project's Contractor in the amount of \$736,908, for eligible project costs, and clarifies that the expenditure of the project's Public Health Trust (PHT) funds are not subject to the provisions set forth in the County's BBC-GOB Administrative Rules.

In the best interest of the County, the County Mayor or Mayor's designee recommends waiver of Resolution No. R-130-06.

Scope

The new Mental Health Center will serve individuals throughout Miami-Dade County and is located at 2200 NW 7th Avenue in Commission District 3, which is represented by Commissioner Keon Hardemon.

Delegation of Authority

The County Mayor or County Mayor's designee is authorized to execute Amendment No. 2 to the Grant Agreement and oversee the reconciliation and payment of funds allocated by the Grant Agreement.

Fiscal Impact/Funding Source

As of May 2026, remaining project funds include \$1.74 million in PHT funds. This item authorizes the County to utilize no more than \$1.62 million of those remaining project funds for eligible project costs as summarized in the background section below. This total includes an immediate payment of \$736,908.13 to Thriving Mind to satisfy documented project costs owed to the Contractor, which have not been paid due to expiration of the agreement. The remaining balance of \$883,091.87 will be released to Thriving Mind upon receipt of required documentation and final review and verification by the County.

In addition to the remaining balance, the County will release retainage in the amount of \$58,750.78. due to Thriving Mind in accordance with the County's BBC-GOB Administrative Rules.

Track Record/Monitor

Ray Baker, Director of the Office of Management and Budget, in conjunction with the People and Internal Operations Department, will be responsible for monitoring the final closeout and reconciliation of the Project.

Background

In January 2015, the County began the Mental Health Center project to renovate and improve the seven-story facility to house a variety of non-custodial treatment and support services to assist individuals with mental illnesses, diverted from the criminal justice system, with adaptive community re-entry. In October 2017 the Board adopted Resolution No. R-889-17, which approved (1) a sublease agreement with Thriving Mind to complete the planned improvements utilizing the remaining Bond Program funds and thereafter operate the Property to serve as a mental health diversion facility and (2) a Grant Agreement with Thriving Mind for the Bond Program funds and the PHT capital funds to be used to complete the Project.

In 2019, Thriving Mind contracted with Contractor to complete the necessary improvements to the Mental Health Center. Under the terms of the Grant Agreement, Thriving Mind sought reimbursement from the County against available Bond Program and PHT funds for eligible project costs. The Contractor reached substantial completion in January 2024. Thriving Mind subsequently terminated its sublease for convenience and turned over the property to the County to operate the Mental Health Center. However, the Grant Agreement with the County expired in June 2024, before Thriving Mind and the County could finalize the reconciliation of all outstanding construction costs. Without an active contract, the County has been unable to make final payments owed to Thriving Mind for the construction on the Mental Health Center.

This item authorizes an amendment to the Grant Agreement with Thriving Mind to allow the disbursement of up to \$1.62 million in existing project funds. Approval of this item will enable the final close out of documented project costs as summarized below and detailed in Attachment, including:

1. \$736,908.13 due upon the execution of the contemplated Amendment No. 2 for the balance of change orders and claims for project work completed by the Contractor;
2. \$280,202.96 reimbursement to Thriving Mind for project work documented as completed and paid to the Contractor;
3. \$310,443.19 for outstanding project management invoices dated between February 2024 through May 2026 that were part of the contract; and
4. \$292,445.72 for anticipated project management and close-out costs from May 2026 through project closeout.

Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners
Page No. 3

The accompanying resolution authorizes the County Mayor to execute Amendment No. 2 to the Grant Agreement, which retroactively extends the term of the Grant Agreement to 90 days after the effective date of the resolution, authorizes payments for Project costs, and clarifies that the expenditure of the PHT Funds are not subject to the provisions set forth in the County's BCC-GOB Administrative Rules.

Attachment

A handwritten signature in blue ink, appearing to read 'C Edwards', is written over a horizontal line.

Carladenise Edwards
Chief Administrative Officer

Attachment A

Mental Health Facility Closeout			
Payments to Thriving Mind	Description	Amount	Notes
Background Bullet #1	Pay App 52	\$ 451,908.13	Amount to be paid to Contractor upon extension of Grant Agreement between TM and the County.
	Second Other Claims	\$ 285,000.00	8,988.00 - PCO 207R7 40,851.20 - PCO 1012 120,038.16 - PCO 1020 140,000.00 - General Liability Claim (24,877.36) - Less/Reduction in Claimed Cost See details below
	SUBTOTAL	\$ 736,908.13	
Background Bullet #2	Pay App 51R4	\$ 80,202.96	Only \$80,202.96 of the total \$693,407.84 for Pay App 51R4 is being reimbursed to Thriving Mind (TM); the difference (\$613,204.88) is being reconciled under the GOB cash advance.
	First Other Claims	\$ 200,000.00	5,666.80 - PCO 079C 13,847.01 - PCO 079D 140,085.77 - PCO 163 51,368.73 - PCO 164 (10,968.31) - Less/Reduction in Claimed Cost See details below
	SUBTOTAL	\$ 280,202.96	
Background Bullet #3	Outstanding/Unpaid Invoices	\$ 310,443.19	Project Management and Administration Feb 2024 - May 2026
	SUBTOTAL	\$ 310,443.19	
Background Bullet #4	Forecasted Invoices	\$ 292,445.72	Project Management and Administration Jun 2026 - Closeout; Other unforeseen construction related expenditures
	SUBTOTAL	\$ 292,445.72	
	TOTAL	\$ 1,620,000.00	Estimated amount due to TM

First and Second Other Claims Details	
Change Order #	Description
PCO 207R7	HVAC Maintenance, materials and labor
PCO 1012	General Conditions/General Requirements due to Owner's 12/8/2023 directive to proceed with changed work impacting Temporary Certificate of Occupancy
PCO 1020	HVAC - Maintenance, materials and labor (after Substantial Completion date)
PCO 079C	RFI #176 Smoke Shafts VC2 & 3 (Hart Request for Change Order #035)
PCO 079D	RFI #229.1 Regular Grilles to Security Grilles (Hart Request for Change Order #038)
PCO 163	T&M Tickets on Directive to Proceed from TM - Mechanical Scope on Bulletin #02 (pending amounts outstanding from PCO#062R3 which was previously approved)
PCO 164	T&M Tickets on Directive to Proceed from TM -Mechanical Scope on Bulletin #04 (pending amounts outstanding from PCO#055R4 which was previously approved)
General Liability Claim	General Liability Markup for Owner Requested Changes

Exhibit A

**AMENDMENT No. 2 TO BUILDING BETTER COMMUNITIES GENERAL
OBLIGATION BOND FUNDS AND PUBLIC HEALTH TRUST CAPITAL FUNDS
GRANT AGREEMENT DATED JUNE 5TH, 2019**

**BETWEEN
THRIVING MIND SOUTH FLORIDA, INCORPORATED F/K/A SOUTH FLORIDA
BEHAVIORAL HEALTH NETWORK, INC.
AND
MIAMI-DADE COUNTY**

Mental Health Diversion Facility
GOB Project Number 193-76399 / PHT R-12/16-072

THIS AMENDMENT No. 2 (the “Amendment”) to the Building Better Communities General Obligation Bond Funds and Public Health Trust Capital Funds Miami-Dade County Grant Agreement dated June 5, 2019 (“Original Grant Agreement”) by and between Miami-Dade County, a political subdivision of the State of Florida (the “County”), through its governing body, the Board of County Commissioners of Miami-Dade County, Florida (the “Board”) and Thriving Mind South Florida, Inc. (f/k/a South Florida Behavioral Health Network, Incorporated, a Florida nonprofit corporation (the “Grantee”) as amended by Amendment No. 1 (“Amendment No.1) to the Original Grant Agreement, dated June 14, 2021 (Amendment No.1, collectively with the Original Grant Agreement are hereinafter referenced as the “Grant Agreement”) is entered into this _____ day of _____, 2026. The County and the Grantee are sometimes collectively referred to as the “Parties” or individually as a “Party”.

WITNESSETH

WHEREAS, the Parties desire to amend the Grant Agreement as set forth herein,

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein and the mutual benefits to be derived from this Amendment, the parties hereto agree as follows:

Section 1. The Grant Agreement is hereby amended as follows:

(a) The third sentence of Section 2(c) of the Grant Agreement is amended to read as follows:

Subject to the satisfaction of the Conditions Precedent to Funding Responsibility, the Funds other than the funds contributed by PHT hereunder, if and when available, shall be provided in accordance with the reimbursement procedures contained in the County’s GOB Administrative Rules attached as Attachment 1.

(b) The Expenditure Deadline definition set forth in Section 5 of the Grant Agreement is amended to read as follows:

Expenditure Deadline: The Grantee shall spend or commit all of the Funding Cycle Allocation and matching funds on or before **[INSERT DATE]** (the “Expenditure Deadline”).

(c) Section 15(a)(3) of the Grant Agreement is amended to read as follows:

If the Grantee fails to complete the Project on or before **[INSERT DATE]**.

Section 2. The Grant Agreement, as amended by this Amendment, constitute the sole and only agreement of the parties and validly and correctly sets forth the rights, duties and obligations of each to the other as of its date. For the avoidance of doubt, the parties agree that this instrument amends and restates the Grant Agreement in an identical fashion as the foregoing sentence, and the terms of the Grant Agreement are incorporated herein by reference and amended as expressly set forth herein. Any prior agreements, promises, negotiations or representation not expressly set forth in the Grant Agreement, as amended, and this Amendment are of no force and effect.

Section 3. To the extent that the terms and provisions of the Grant Agreement are not expressly amended herein, such other terms and provisions shall be deemed in full force and effect, except that in the event of a conflict between the Grant Agreement and this Amendment, the provisions of this Amendment shall prevail. All capitalized terms contained in this Amendment which are not defined in this Amendment shall have their respective meanings ascribed to them in the Grant Agreement.

SIGNATURE PAGE FOLLOWS

IN WITNESS THEREOF, the parties through their duly authorized representatives hereby execute this AGREEMENT with an effective date of _____, 2026.

ATTEST:

MIAMI-DADE COUNTY, FLORIDA
JUAN FERNANDEZ-BARQUIN

CLERK OF THE COURTS AND
COMPTROLLER

By: _____
Deputy Clerk (signature)

Print Name: _____
Date: _____

MIAMI-DADE COUNTY, FLORIDA
By its BOARD OF
COUNTY COMMISSIONERS

By: _____
County Mayor or Designee (signature)

Print Name: _____
Date: _____

(Grantee's Corporate Seal)

GRANTEE: Thriving Mind South
Florida, Inc.

Federal Identification # _____

By: _____
Executive Director or President (signature)

Print Name: _____
Date: _____

By: _____
Treasurer / Chief Fiscal Officer (signature)

Print Name: _____
Date: _____

By: _____

Executive Director (signature)

Print Name: _____

Date: _____

Approved by County Attorney as
to form and legal sufficiency. _____



MEMORANDUM

(Revised)

TO: Honorable Chairman Anthony Rodriguez
and Members, Board of County Commissioners

DATE: November 17, 2026

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No.

Please note any items checked.

- ☒ **“3-Day Rule” for committees applicable if raised**
- ☐ **6 weeks required between first reading and public hearing**
- ☐ **4 weeks notification to municipal officials required prior to public hearing**
- ☐ **Decreases revenues or increases expenditures without balancing budget**
- ☐ **Budget required**
- ☐ **Statement of fiscal impact required**
- ☐ **Statement of social equity required**
- ☐ **Ordinance creating a new board requires detailed County Mayor’s report for public hearing**
- ☐ **No committee review**
- ☐ **Requires more than a majority vote (i.e., 2/3’s present ____, 2/3 membership ____, 3/5’s ____, unanimous ____, majority plus one ____, CDMP 7 votes (majority of membership) ____, CDMP 2/3 members present but not less than 7 votes (majority of membership) ____, CDMP 9 votes (2/3 membership) ____) to approve**
- ☐ **Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required**

Approved _____ Mayor

Agenda Item No.

Veto _____

Override _____

RESOLUTION NO. _____

RESOLUTION APPROVING AMENDMENT NO. 2 TO THE GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND THRIVING MIND SOUTH FLORIDA, INC. (F/K/A SOUTH FLORIDA BEHAVIORAL HEALTH NETWORK, INCORPORATED); AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO EXECUTE SUCH AMENDMENT; APPROVING PAYMENT TO THRIVING MIND IN AN AMOUNT NOT TO EXCEED \$1,620,000.00; DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO DIRECTLY MANAGE PROJECT CLOSEOUT FOR THE MENTAL HEALTH CENTER LOCATED AT 2200 NW 7 AVENUE, MIAMI, FLORIDA; AND WAIVING RESOLUTION NO. R-130-06 REQUIRING CONTRACTS TO BE EXECUTED BY ALL NON-COUNTY PARTIES PRIOR TO PLACEMENT ON AN AGENDA

WHEREAS, in November of 2004, Miami-Dade County voters approved the issuance of general obligation bonds as part of the Building Better Communities General Obligation Bond Program ("Bond Program") to fund Bond Program Project No. 193 – "Mental Health Facility" located at 2200 NW 7th Avenue, Miami, in order to fund capital improvements to "free up jail space and provide an effective and cost-efficient alternative facility to house the mentally ill as they await a trial date" (the "Project") as set forth in Resolution No. R-915-04,

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA, that:

Section 1. The accompanying memorandum is incorporated into this resolution and is approved.

Section 2. This Board hereby approves Amendment No. 2, in substantially the form attached hereto as Exhibit A, to that certain Grant Agreement, approved pursuant to Resolution No. R-889-17, by and between Thriving Mind South Florida, Inc. f/k/a South Florida Behavioral

Health Network, Inc. (“Thriving Mind”), dated June 5, 2019, as amended by Amendment No. 1, dated June 14, 2021, to fund the purchasing, building, renovating and/or equipping facilities of the Project as further described therein (the “Grant Agreement”) to retroactively extend the term of the currently expired Grant Agreement to 90 days post-resolution adoption and modify the application of funds reimbursement policy, for the sole purpose of facilitating final administrative closeout and financial reconciliation relating thereto and authorizes the County Mayor or County Mayor’s designee to execute the amendment.

Section 3. This Board further authorizes the County Mayor or County Mayor’s designee to: (1) reimburse Thriving Mind for Project-related expenses incurred post-expiration in an amount not to exceed \$1,620,000.00 (inclusive of an advance in the amount of \$736,908.13 to be used exclusively toward the settlement payment owed by Thriving Mind to a contractor for the Project), and (2) reconcile and close out the remaining Project fund balances.

Section 4. The Board waives Resolution No. R-130-06 requiring contracts to be executed by all non-County parties prior to placement on an agenda.

The foregoing resolution was offered by Commissioner _____ ,
who moved its adoption. The motion was seconded by Commissioner _____
and upon being put to a vote, the vote was as follows:

Anthony Rodriguez, Chairman	
Kionne L. McGhee, Vice Chairman	
Marleine Bastien	Juan Carlos Bermudez
Sen. René García	Oliver G. Gilbert, III
Roberto J. Gonzalez	Keon Hardemon
Danielle Cohen Higgins	Vicki L. Lopez
Natalie Milian Orbis	Raquel A. Regalado
Micky Steinberg	

The Chairperson thereupon declared this resolution duly passed and adopted this 17th day of November 2026. This resolution shall become effective upon the earlier of (1) 10 days after the date of its adoption unless vetoed by the County Mayor, and if vetoed, shall become effective only upon an override by this Board, or (2) approval by the County Mayor of this resolution and the filing of this approval with the Clerk of the Board.

MIAMI-DADE COUNTY, FLORIDA
BY ITS BOARD OF
COUNTY COMMISSIONERS

JUAN FERNANDEZ-BARQUIN, CLERK

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

JRA

Juliette R. Antoine