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CLERK OF THE BOARD
OF COUNTY COMMISSIONERS
MIAMI-DADE COUNTY, FLORIDA**

MEMORANDUM

Agenda Item No. 8(L)(2)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving Grant Agreement, between Tacolcy Economic Development Corporation, Inc., Tacolcy Tuscany Cove, LLLP and Miami-Dade County relating to grant from Building Better Communities General Obligation Bond Program Project No. 320 - "Economic Development Fund" in amount of \$2,000,000.00; and authorizing the County Mayor to execute grant agreement and exercise all provisions contained therein

Resolution No. R-167-23

The accompanying resolution was prepared by the Regulatory and Economic Resources Department and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.



Geri Bonzon-Keenan
County Attorney

GBK/ks

MDC001

Memorandum



Date: March 7, 2023

To: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

From: Daniella Levine Cava 
Mayor

Subject: Resolution Relating to Grant Agreement between Tacolcy Economic Development Corporation, Inc., Tacolcy Tuscany Cove, LLLP and Miami-Dade County and Authorizing its Execution for a Building Better Communities Economic Development Grant to Fund Public Infrastructure Improvements Related to the Construction of the Tuscany Cove Project

Recommendation

Attached for consideration by the Board of County Commissioners (Board) is a resolution that approves a Grant Agreement (Agreement) with Tacolcy Economic Development Corporation, Inc. and Tacolcy Tuscany Cove, LLLP (Grantee), which is associated with a previously approved allocation by this Board in the amount of \$2 million from Building Better Communities General Obligation Bond (BBC-GOB) Program Project No. 320 Economic Development in Targeted Urban Areas Fund (Project No. 320) for the partial funding of certain public infrastructure improvements related to the completion of the Tuscany Cove Project (GOB Project). The attached resolution also authorizes the County Mayor or County Mayor's designee to execute the Agreement on behalf of the County if approved by the Board.

It is recommended that the Board approve the Agreement between the Grantee and the County. Approval of this Agreement will fund certain public infrastructure improvements in connection with the development of a 160-unit residential affordable housing building and associated retail located at 5900 NW 7th Avenue, Miami, FL 33127 (Development).

The Development was completed on June 16, 2020, at a cost of \$34,000,000.00, of which \$2,000,000.00 was for the GOB Project. The Grantee is responsible for additional project costs not covered under the Agreement. The Grantee shall also be responsible for the management of the overall Development inclusive of the GOB Project. The Grantee has created five direct new jobs with an annual average salary of \$38,852.00.

Scope

The Development is in Commission District 3 and is represented by Commissioner Keon Hardemon. Although economic development opportunities and job creation is expected to accrue primarily in Commission District 3, the overall impact of renewed economic activity and additional jobs that will result from the Development are expected to be countywide.

Delegation of Authority

If adopted, the resolution delegates the authority to the County Mayor or the County Mayor's designee to execute the Grant Agreement and exercise the rights and provisions conferred therein.

Fiscal Impact/Funding Source

The Agreement provides that \$2,000,000.00 from BBC-GOB Program Project No. 320 shall be made available to the Grantee on a reimbursable basis for costs related to the GOB Project. The funding source for the Agreement is BBC-GOB Program Project No. 320 Economic Development in Targeted Urban Areas Fund bond proceeds.

The County anticipates reimbursement funding under the Agreement to be made available beginning in FY 2021-22. The Agreement will offset the cost of asphalt paving, curbs and gutters, storm drainage, water and sewer infrastructure, sidewalk and pavers, landscape and irrigation, and any other eligible public infrastructure.

Track Record/Monitor

Elizabeth Fernandez, Assistant to the Deputy Director of Economic Development within the Department of Regulatory and Economic Resources, will be responsible for monitoring the Agreement.

Background

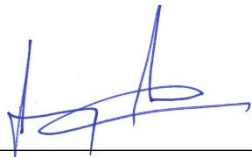
Pursuant to Resolution No. R-420-16 adopted on May 17, 2016, the Board approved a \$2,000,000.00 allocation from BBC-GOB Program Project No. 320 for the Tuscany Cove Project, in the event that recaptured funds became available from some other previously approved GOB Project and, in such event that recaptured funds became available, to be allocated first to the Jessie Trice Community Health Center Inc. up to \$1,100,000.00; and then subsequently to Tacolcy Tuscany Cove I, LLC, up to \$2,000,000.00 to fund certain eligible infrastructure projects..

On November 1, 2016, the Board approved a Grant Agreement with Jessie Trice Community Health Center, Inc., through Resolution No. R-988-16, in the amount of \$1,100,000.00 from BBC-GOB Program Project No. 320 for the partial funding of certain public infrastructure improvements related to the completion of The Commons (GOB Project).

Subsequent to recaptured funds, the Department began negotiations with Talcolcy Tuscany Cove I, LLC for available funds in the amount of \$400,000.00. On October 22, 2020, the Board, through Resolution No. R-1107-20, approved the rescinding of Resolution No. R-900-14 which allocated \$3,000,000.00 from the BBC-GOB Program Project No. 320 funds to Wynwood Plaza, generating recaptured funds. The recaptured funds were allocated to the next-in-line projects in the following manner: \$1,600,000.00 reallocated to Tacolcy Tuscany Cove I, LLC, approved by the Board in R-420-16 to fund the Tuscany Cove Project; and the remaining \$1,400,000.00 reallocated to Platform 3750, LLC to fund the Platform 3750 Project at Frankie Shannon Rolle Center approved by the Board pursuant to R-168-19.

The Agreement before the Board adequately addresses each of the applicable requirements in the BBC-GOB Program Administrative Rules (Administrative Rules). Pursuant to the Agreement, once the Grantee has satisfied all of the conditions precedent to reimbursement, the County will reimburse the Grantee in five consecutive equal payments over a time period of four years. Pursuant to the Agreement, all reimbursements to the Grantee shall be in accordance with the Administrative Rules.

Attachment



Jimmy Morales
Chief Operations Officer



MEMORANDUM

(Revised)

TO: Honorable Chairman Oliver G. Gilbert, III
and Members, Board of County Commissioners

DATE: March 7, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 8(L)(2)

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
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's present ____, 2/3 membership ____, 3/5's ____, unanimous ____, CDMP 7 vote requirement per 2-116.1(3)(h) or (4)(c) ____, CDMP 2/3 vote requirement per 2-116.1(3)(h) or (4)(c) ____, or CDMP 9 vote requirement per 2-116.1(4)(c)(2) ____ to approve
- ☒ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved _____ Mayor
Veto _____
Override _____

Agenda Item No. 8(L)(2)
3-7-23

RESOLUTION NO. _____ R-167-23

RESOLUTION APPROVING GRANT AGREEMENT,
BETWEEN TACOLCY ECONOMIC DEVELOPMENT
CORPORATION, INC., TACOLCY TUSCANY COVE, LLLP
AND MIAMI-DADE COUNTY RELATING TO GRANT
FROM BUILDING BETTER COMMUNITIES GENERAL
OBLIGATION BOND PROGRAM PROJECT NO. 320 -
“ECONOMIC DEVELOPMENT FUND” IN AMOUNT OF
\$2,000,000.00; AND AUTHORIZING THE COUNTY
MAYOR OR COUNTY MAYOR’S DESIGNEE TO
EXECUTE GRANT AGREEMENT AND EXERCISE
ALL PROVISIONS CONTAINED THEREIN

WHEREAS, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated in this resolution by reference,

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

Section 1. The foregoing recitals are approved and incorporated into this resolution.

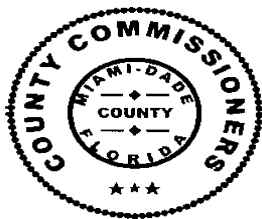
Section 2. This Board approves the Grant Agreement between the County, Tacolcy Economic Development Corporation, Inc., and Tacolcy Tuscany Cove, LLLP for a grant from Building Better Communities General Obligation Bond Program Project 320 – “Economic Development Fund in Targeted Urban Areas” in the amount of \$2,000,000.00 in substantially the form attached to this resolution as Attachment A.

Section 3. This Board authorizes the County Mayor or County Mayor’s designee to execute the grant agreement and exercise all rights and provisions conferred therein.

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

Oliver G. Gilbert, III, Chairman	aye		
Anthony Rodríguez, Vice Chairman	aye		
Marleine Bastien	aye	Juan Carlos Bermudez	aye
Kevin Marino Cabrera	aye	Sen. René García	absent
Roberto J. Gonzalez	aye	Keon Hardemon	aye
Danielle Cohen Higgins	aye	Eileen Higgins	aye
Kionne L. McGhee	aye	Raquel A. Regalado	aye
Micky Steinberg	aye		

The Chairperson thereupon declared this resolution duly passed and adopted this 7th day of March, 2023. 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

LUIS G. MONTALDO, CLERK AD INTERIM

Basia Pruna

By: _____
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

Monica Rizo Perez

mrf

ATTACHMENT A

GENERAL OBLIGATION BOND (GOB) BUILDING BETTER COMMUNITIES MIAMI-DADE COUNTY GRANT AGREEMENT

Economic Development in Targeted Urban Areas
Tuscany Cove
GOB Project Number 320

This Grant Agreement ("Agreement" or "Grant Agreement") by and between Miami-Dade County, a political subdivision of the State of Florida ("County" or "Miami-Dade County"), through its governing body, the Board of County Commissioners ("Board") and Tacolcy Economic Development Corporation, Inc., a Florida not-for-profit corporation and Tacolcy Tuscany Cove, LLLP a Florida limited liability limited partnership, ("Grantee") is entered into this ____ day of _____, 2022 ("Effective Date").

WITNESSETH:

WHEREAS, on July 20, 2004, the Board adopted a series of resolutions that authorized the issuance of \$2.926 billion in general obligation bonds ("GOB") for capital projects and on November 2, 2004, a majority of those voting approved the bond program ("BBC GOB Program"); and

WHEREAS, Resolution No. R-914-04 was one of those resolutions and it approved the issuance of general obligation bonds in the aggregate principal amount of \$352,162,000 "to construct and improve walkways, bikeways, bridges and access to the Seaport, and other municipal and neighborhood infrastructure improvements to enhance quality of life" in accordance with the projects listed on Appendix A to the Resolution ("Appendix A"); and

WHEREAS, one of the projects listed on Appendix A was Project 320 entitled "Economic Development Fund in Targeted Urban Areas ("TUA")" with a project description of "provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs" ("Project 320"); and

WHEREAS, the Board approved an allocation of \$2,000,000.00 ("Grant") to the Grantee from Project 320 for certain public infrastructure improvements described in Section 4 of this Agreement ("GOB Project") in connection with the development of a 160 unit residential affordable housing building and associated retail located at 5900 NW 7th Avenue, Miami, FL 33127 ("Development") because the Development will attract one or more new businesses or cause the expansion of existing businesses to the County which will result in the creation of 5 New Jobs (as defined in this Agreement) as described in Exhibit A to this Agreement ("Exhibit A"); and

WHEREAS, Tacolcy Tuscany Cove I, LLC, the original grantee under Resolution No. R-420-16 was converted from a limited liability Company to a limited liability limited partnership, with the name Tacolcy Tuscany Cove I, LLLP, pursuant to Florida Statutes

§620.2104 as evidenced by Certificate of Conversion dated October 28, 2016 issued by the Division of Corporations of the State of Florida; and

WHEREAS, the County and the Grantee wish to enter into this Grant Agreement to set forth the terms pursuant to which the County will disburse the Grant to the Grantee,

NOW THEREFORE, pursuant to resolution of the Board which specifically authorizes the County Mayor or County Mayor's designee to execute this Grant Agreement and any other related agreements and certificates and in consideration of the mutual promises and covenants contained in this Grant Agreement and the mutual benefits to be derived from this Agreement, the County and the Grantee agree as follows:

Section 1. Parties; Effective Date; and Term. The parties to this Agreement are the Grantee and the County. The Board has delegated the responsibility of administering this Grant Agreement to the County Mayor or the County Mayor's designee, who shall be referred to as the "County Mayor." The County Mayor has assigned the responsibility for monitoring this Agreement to the Department of Regulatory and Economic Resources ("RER").

This Agreement shall take effect as of the date written above upon its execution by the County and the Grantee. Subject to Section 2 and Section 16 below, this Agreement shall have a term commencing on the Effective Date and expiring twenty-five (25) years from the Job Certification Date (as such term is defined in Section 3 herein). Notwithstanding the foregoing, to the extent that the GOB Project is on land owned by Miami-Dade County, this Agreement shall expire concurrently with the expiration of the Security (as such term is defined in Section 6 of this Agreement).

Section 2. Job Creation. Exhibit A sets forth the projected economic impact that the Development shall have on the community, including the number of new jobs to be created and the new business or expanded businesses that will result from the completion of the Development.

The Grantee has created 5 New Jobs with annual average salaries of no less than the greater of: (i) \$30,000.00 and (ii) the then-County Living Wage, as determined in accordance with Section 2-8.9 of the Code of Miami-Dade County, Florida ("Job Salary Amount"). The Grantee agrees to maintain or caused to be maintained the 5 New Jobs averaging the Job Salary Amount for four (4) additional years from the Job Certification Date (as such term is defined in Section 3 below) in accordance with the deadlines and timeframes set forth below ("Job Requirement"). The County shall determine, as set forth in this Agreement, the number of New Jobs created and maintained averaging the Job Salary Amount on each of the Job Certification Dates and on the anniversary date of each year following the Job Certification Date ("Anniversary Date"). The County and the Grantee agree that "New Jobs" are defined as permanent full-time or full-time equivalent positions averaging at least 1,872 hours per position per year (which in sum total is not less than 9,360 hours per year for all of the positions) from: (i) new businesses located in the Development, (ii) existing businesses relocating to Miami-Dade County as a result of the Development, and/or (iii) business expansions of businesses already located in

Miami-Dade County, and excludes construction jobs and jobs existing as of the commencement date of the construction of the Development, unless such jobs are permanent jobs created in connection with, and in anticipation of, the operation and management of the Development after the Development is completed, provided, however, such new permanent full time equivalent jobs shall be net of any permanent jobs eliminated as a result of the Development.

The determination of whether the Job Requirement has been met shall be certified in the form of reports provided by the Grantee to the County as required by this section. The County and Grantee acknowledge and agree that it shall be the burden of Grantee to reasonably establish, to the satisfaction of the County, that the Job Requirement has been met. The determination of the number of direct New Jobs created and maintained shall be certified in the form of an annual report attached as Exhibit "E" which shall be submitted by Grantee within 90 days from each Anniversary Date, based upon the Grantee's RT-6 filings with the State of Florida, to evidence the number of New Jobs during the previous year and the average salaries paid, prepared and certified by: (1) the Grantee's Certified Public Accountant (CPA) or an agent of Grantee who has been duly authorized to sign on behalf of Grantee by a corporate manager or officer, and (2) each Third-Party Employer's CPA or an agent of the Third Party Employer who has been duly authorized to sign on behalf of the Third-Party Employer, by a corporate manager or officer, along with all pertinent supporting documentation to support the annual report. In conjunction with such annual report, the Grantee shall submit (and shall require that each Third-Party Employer submit): (a) a sworn affidavit or other written affirmation attesting that the new jobs certifications in said report are true and correct to the best of the Grantee's and each Third-Party Employer's knowledge and belief; and (b) a report setting forth the annual salary paid to each employee, annual hours worked for each employee, annual total hours worked for all employees, and annual total salaries paid to all employees, along with the average annual salary for all employees. In addition, Grantee will cooperate with the County to verify employment numbers required to be met in this Agreement through physical inspections of the Development where these employees are located and as may otherwise be reasonably required.

County and Grantee shall reasonably cooperate with each other in order to determine to the extent to which the Job Requirement has and has not been fully met.

Calculations. In calculating the annual average salaries of the New Jobs in order to determine if the Job Requirement has been satisfied, a job with an annual salary of less than the Job Salary Amount may average with a job with an annual salary of more than the Job Salary Amount to satisfy the Job Requirement. This averaging of salaries among the New Jobs to determine whether the Job Requirement has been met shall be known as the "Average Jobs Number." The "Average Jobs Number" shall be determined by: (i) multiplying each job created by the salary for such job; (ii) adding all of the factors obtained from the multiplication of salary multiplied by each job; and (iii) dividing said amount by the Job Salary Amount as of that date. For example, if on the first Job Certification Date, Grantee reports that it has created 290 jobs with a salary of \$30,000 ($290 \times \$30,000 = \$8,700,000$) and 14 jobs with a salary of \$36,000 ($14 \times \$36,000 = \$504,000$) and the Job Salary Amount as of that date is \$35,620.00, then the Average

Jobs Number for the Job Requirement is 258 $[(\$8,700,000.00 + \$504,000.00 = \$9,204,000)/\$35,620.00 = 258]$. In this example, the Job Requirement has not been satisfied because the Average Jobs Number for the Job Requirement for the above Job Salary Amount is 46 less than the New Job requirement of 304 and therefore there is a "Job Shortage Number" (as such term is defined below). The Average Jobs Numbers shall always be rounded down to the nearest whole number. If the Grantee fails to meet the Job Requirement on any Job Certification Date or on any Anniversary Date, then a deduction to the grant payable will be made by the County as provided in Section 5 below. "Job Shortage Number" means, for the Job Certification Dates and each Anniversary Date thereafter, (i) the required New Jobs for the Initial Hiring Condition and the Second Hiring Condition, as applicable, and each Anniversary Date thereafter minus (ii) the Average Jobs Number.

The Grantee agrees to comply with Section 2-1701 of the Code of Miami-Dade County, Florida ("County Code"), known as the Community Workforce Program, with a goal of having a minimum of 10% of the persons performing the construction trades and labor work for the Development be residents of Designated Target Areas (as such term is defined in Section 2-1701 of the County Code) and will aspire to have no less than seventy percent (70%) of the New Certified created Jobs offered first to residents of the TUA and to the extent any positions remain unfilled, to residents of Miami-Dade County as set forth in the hiring plan prepared by the Grantee and attached as Exhibit B to this Agreement.

Section 3. Conditions Precedent. The County shall have no obligation to fund the Grant pursuant to Section 5, and this Agreement shall be terminated, and the parties shall no longer have any obligation to each other pursuant to this Agreement if any one or more of the following conditions are not met:

(a) Construction of the Development, including the GOB Project, is commenced by the date set forth in the Construction Schedule attached as Exhibit C ("Construction Schedule") or any other later date approved by the County Mayor after written request from the Grantee;

(b) Construction of the Development, including the GOB Project, is completed by June 2020; pursuant to the Construction Schedule or any other date approved by the County Mayor after written request from the Grantee;

(c) On or before the date that is three (3) years from the date of the Certificate of Occupancy ("CO") for the Development, including the GOB Project, the County is in receipt of written evidence from the Grantee and acceptable to the County Mayor that all of the Certified Jobs have been created and maintained for three hundred and sixty-five (365) consecutive days after CO; ("Job Certification Date");

(d) The Grantee agrees to submit written evidence to the County within sixty (60) days of the date of this Agreement (or such additional period as is approved by the Board of County Commissioners) that it either has the required funds, has secured

financing acceptable to the County sufficient to complete the Development, or has completed the Development.

If any one or more of (a)-(d) above are not met, the County may send written notice to the Grantee of the County's intent to terminate this Agreement within fifteen (15) days following the date of such notice unless such default is remedied within such 15 day period. Failure by the County to send notice timely shall not affect the termination of this Agreement which shall be effective fifteen (15) days following the date on which the County sends Grantee notice of its failure to meet any one of the conditions in (a)-(d) above.

Section 4. Development. The Grantee shall cause to be constructed a 160 unit residential affordable housing building and associated retail on the ground floor.

The GOB Project will consist of street lights, sidewalks, and water and sewer drain connection ("Eligible Capital Costs"). Grantee expressly represents and agrees that the GOB Project serves a public purpose, is public infrastructure as required by the ballot question and Appendix A and that the Grant will be used to fund capital costs as required by the Constitution and the Laws of the State of Florida ("State").

The budget for the Development, which includes the projected GOB Project costs and funding sources, is attached as Exhibit D.

Section 5. Payment of Grant. The County has no obligation to pay the Grant to the Grantee except in accordance with the terms and conditions set forth in this Agreement and in particular, this Section 5. The County shall reimburse the Grantee for Eligible Capital Costs incurred in connection with the GOB Project solely from legally available GOB bond and/or note proceeds. Eligible Capital Costs shall not include any costs incurred by the Grantee prior to March 11, 2015. The County shall not reimburse the Grantee for any Soft Costs that exceed twenty percent (20%) of the Grant in accordance with the Administrative Rules of the County pertaining to the BBC GOB Program ("Administrative Rules") whereby those projects that comply with the Sustainable Building Ordinance (Ordinance No. 07-65, as may be amended) shall be eligible for reimbursement for Soft Costs in an increased amount from 17% to 20%. Soft Costs are defined in the Administrative Rules. The County assumes no obligation to provide financial support of any type to the Grantee for the GOB Project in excess of the Grant amount. Cost overruns are the responsibility of the Grantee.

The County shall only be obligated to reimburse the Grantee provided (a) the Grantee is not in breach of this Agreement, and (b) the conditions precedent set forth in Section 3 herein have been met, including that the Certified Jobs have been created and maintained for 365 days. The County's reimbursement obligation is subject to and contingent upon the availability of funding solely from BBC GOB Program funds. The Grantee shall be solely responsible for submitting all documentation required by this Agreement and the Administrative Rules to the Department of RER for reimbursement of all Eligible Capital Costs. Provided this Agreement has not been terminated pursuant to Section 3 or Section 16 of this Agreement and all the conditions set forth in this Section

5 are met by the Grantee, the Grant shall be remitted by the County to the Grantee in five (5) consecutive, equal payments on a date that is no earlier than the Job Certification Date and one payment at each of the subsequent four (4) Anniversary Dates. To the extent that in any year, Grantee fails to meet its employment requirements, including that the Certified Jobs are not maintained for the entire year, then a deduction will be made at the time of each annual payment for any percentage of uncertified employment in an amount commensurate with the percentage of uncertified employment. An administrative fee no more than one percent (1%) of the awarded Grant shall be deducted as defined in the Administrative Rules of the County pertaining to the BBC GOB Program ("Administrative Rules").

Section 6. Reserved.

Section 7. Reports. The Grantee shall also submit a written report to the County Mayor on or prior to September 30th of each year subsequent to the Effective Date and on each September 30th thereafter through the termination date of this Agreement, demonstrating that the Grantee is fulfilling, or has fulfilled, its purpose, is in compliance with this Agreement and is in compliance with all applicable municipal, County, State and federal requirements. The County Mayor may also request that a compilation statement or independent financial audit and/or accounting for the expenditure of the Grant funds be prepared by an independent certified public accountant selected by, and at the expense of, the Grantee.

If the Grantee fails to submit the required reports to the County on the dates as required above, the County Mayor may terminate this Agreement in accordance with Section 16. The County Mayor shall approve or reject all reports received from the Grantee within forty-five (45) days of receipt. Grantee shall have thirty (30) days to re-submit any reports that are rejected by the County Mayor.

Section 8. Program Monitoring; and Evaluation. The County Mayor may monitor and conduct an evaluation of the Grantee's operations related to the GOB Project and the Development, which may include visits by County representatives to: observe the GOB Project or Grantee's operations relating to the GOB Project; discuss the Grantee's programs with the Grantee's personnel; and/or evaluate the public impact of the GOB Project. Upon request, the Grantee shall provide the County Mayor with notice of all meetings of its Board of Directors or governing board of which the GOB Project is on the agenda, general activities and GOB Project-related events. In the event the County Mayor concludes, as a result of such monitoring and/or evaluation, that the Grantee is not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons which significantly impact the Grantee's ability to fulfill the conditions of this Grant award, the County Mayor shall provide to the Grantee, within thirty (30) days of the date of said monitoring/evaluation, written notice of the County Mayor's concerns. If Grantee refuses or is unable to address the areas of concern within thirty (30) days of receipt of such written notice from the County Mayor, the County Mayor, at his or her discretion, may take other actions which may include reduction or rescission of the Grant award, or withholding the Grant until such time as the Grantee can demonstrate that such issues have been corrected. If the Grantee refuses or is unable to address the areas of concern,

the County Mayor shall seek reimbursement of the Grant funds from the Grantee. The County Mayor may also institute a moratorium on applications from the Grantee for other County grant programs for a period of up to one (1) year or until the deficient areas have been addressed to the satisfaction of the County Mayor, whichever occurs first.

Section 9. Accounting; Access to Records; and Audits. The Grantee shall maintain accurate and complete books and records for all receipts and expenditures of the Grant proceeds in conformance with reasonable general accounting standards. These books and records, as well as all documents pertaining to payments received and made in conjunction with the Grant, such as vouchers, bills, invoices, receipts and canceled checks, shall be retained in a secure place and in an orderly fashion in a location within Miami-Dade County by the Grantee for at least three (3) years after the later of: the payment of the Grant by the County to the Grantee; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Grant, the GOB Project or activities of the Grantee related to the Grant.

The County Mayor may examine all of the books, records and documents pertaining to the Grant at the Grantee's offices or other Grantee approved site under the direct control and supervision of the Grantee during regular business hours and upon reasonable notice. Furthermore, the County Mayor may, upon reasonable notice and at the County's expense, audit or have audited all financial records of the Grantee, related to the Grant and the GOB Project.

Pursuant to Section 2-1076 of the Miami-Dade County Code, the County shall have the right to engage the services of an independent private sector inspector general ("IPSIG") to monitor and investigate compliance with the terms of this Agreement. The MIAMI-DADE COUNTY OFFICE OF THE INSPECTOR GENERAL (OIG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions, and contracts such as this Agreement for improvements some cost of which is funded with County funds.

As such, the OIG may, on a random basis, perform audits on this Agreement throughout the duration of said Agreement (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County.

The OIG shall have the power to retain and coordinate the services of an IPSIG who may be engaged to perform said random audits, as well as audit, investigate, monitor, oversee, inspect, and review the operations, activities and performance and procurement process including, but not limited to, project design, establishment of bid specifications, bid submittals, activities of the Grantee and contractor and their respective officers, agents and employees, lobbyists, subcontractors, materialmen, staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud. The OIG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee (and any affected contractor and materialman) from OIG, the Grantee (and any affected contractor and materialman) shall make all requested records and documents available to the OIG for inspection and copying.

The OIG shall have the power to report and/or recommend to the Board whether a particular project, program, contract or transaction is or was necessary and, if deemed necessary, whether the method used for implementing the project or program is or was efficient both financially and operationally. Monitoring of an existing project or program may include reporting whether the project is on time, within budget and in conformity with plans, specifications, and applicable law. The OIG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The OIG is authorized to investigate any alleged violation by a contractor with respect to the GOB Project of the County's Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Grantee, its contractors and their respective officers, agents and employees to the extent relating to the GOB Project. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its contractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its contractors or third parties for such monitoring or investigation or for the failure to have conducted such monitoring or investigation and the County shall have no obligation to exercise any of its rights for the benefit of the Grantee.

Section 10. Publicity; Advertisements; and Naming Rights. It is understood and agreed that the GOB Project which is part of the overall Development is funded by the County through the Grant to be paid to the Grantee. Further, by acceptance of the Grant funds, the Grantee agrees that GOB Project shall recognize and adequately reference the County as a funding source by including the following credit line in all promotional marketing materials related to the GOB Project including, but not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, stationery, web sites, news and press releases, public service announcements, broadcast media, programs, and publications: "THIS GOB PROJECT IS SUPPORTED BY THE BUILDING BETTER COMMUNITIES BOND PROGRAM AND THE MAYOR AND BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY." The use of the official County logo is permissible for the publicity purposes stated above. The Grantee shall submit samples of mock-up of such publicity or materials to the County for review and approval. The Grantee shall ensure that all media representatives, when inquiring about the GOB Project(s) funded by the Agreement, are informed that the County is its funding source for the GOB Project.

In the event that any naming rights or advertisement space is offered on the GOB Project, the County's name, logo, and slogan shall appear on the GOB Project not less than once and equal to half the number of times the most frequent sponsor or advertiser is named, whichever is greater. Lettering used for Miami-Dade County will be no less than 75% of the size of the largest lettering used for any sponsor or advertiser unless waived by the Board.

Section 11. Representations and Covenants of the Grantee. The Grantee, by acceptance and execution of this Agreement, represents and covenants that:

(a) The Grantee is a limited liability limited partnership in good standing under the laws of the State.

(b) This Agreement has been duly authorized by the governing body of the Grantee, and it has granted its President or designee, the required power and authority to execute and deliver this Agreement.

(c) The Grantee covenants that the Development and the GOB Project will result in New Jobs and businesses as set forth in Exhibit A and that the GOB Project, serves a public purpose.

(d) The Grantee owns or has legal control over the land on which the GOB Project has been built or ownership is vested in Miami-Dade County.

(e) The Grantee covenants to (i) maintain the GOB Project or cause it to be maintained for a minimum of twenty-five (25) years from the date the GOB Project receives a Certificate of Occupancy, (ii) keep the GOB Project open safely and properly maintained for all Miami-Dade County residents; and (iii) allow all Miami-Dade County residents equal access and use of the GOB Project at no less favorable terms than those extended to all other County residents and tenants and business patrons of the overall Development. This provision shall survive the expiration of this Agreement.

(f) The Grantee agrees to accept and comply with the Administrative Rules with respect to the Grant and the GOB Project. The Grantee shall be solely responsible for submitting all documentation required by the Administrative Rules with respect to the Grant and the GOB Project to the County Mayor or County Mayor's designee.

(g) The Grantee agrees to certify to the County the date on which construction is commenced and the date on which the Development receives a Certificate of Occupancy ("CO"). Such certification shall be provided to the County no later than thirty (30) days from the date of this Agreement.

(h) Grantee agrees to the application of Section 2-11.16 of the County Code, and to pay wages and rates in accordance with the requirements thereof, with respect to the GOB Project.

(i) The Grantee agrees that it is solely responsible for any cost overruns on the Development, including the GOB Project and that the County is not responsible for the funding of the Development, including the GOB Project, other than from the Grant pursuant to Section 5 of this Agreement.

Section 12. Representation of the County. The County, by acceptance and execution of this Agreement, represents and covenants that:

(a) The County is a political subdivision of the State duly created and validly existing under the Constitution and the laws of the State.

(b) The County has full legal right, power and authority to enter into and deliver this Agreement.

(c) The Agreement has been duly approved by the Board, as the governing body of the County, and it has granted the County Mayor or the County Mayor's designee, the requisite power and authority to execute and deliver this Agreement.

(d) The GOB Project and the creation of New Jobs upon the completion of the Development serve a public purpose and are in the best interest of the citizens of the County.

Section 13. Relationship of the Parties; Liability; and Indemnification. It is expressly understood and intended that the Grantee, as the recipient of the Grant funds, is not an agent, joint venturer, collaborator or partner of the County, the Board, the County Mayor and RER administering the Grant. For purposes of this Agreement, the parties agree that the Grantee, its officers, agents and employees are independent contractors and solely responsible for the Development, including the GOB Project.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the Development, including the GOB Project. The Grantee may subcontract as necessary to complete the Development, including entering into subcontracts with vendors for services and commodities, provided that the Grantee include in its agreements with each subcontractor that the County shall not be liable to the subcontractor for any expenses or liabilities incurred under the subcontract and that the Grantee shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from, the construction and operation of the Development, including the GOB Project, and the performance of this Agreement by the Grantee or its employees, agents, servants, partners, principals, subconsultants or subcontractors. Grantee shall pay all claims and losses in connection with each and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorneys' fees which may issue thereon. Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as in this Section and this Agreement.

Section 14. Assignment. The Grantee is not permitted to assign this Agreement in full or in part. Any purported assignment will render this Agreement null and void and result in the immediate rescission of the full amount of the Grant and its reimbursement by the Grantee of its full value to the County.

Section 15. Compliance with Laws. With regard to the GOB Project, it shall be a contractual obligation of the Grantee under this Agreement and the Grantee agrees to abide by and be governed by all Applicable Laws necessary for the development and completion of the GOB Project. “Applicable Law” means any applicable law (including, without limitation, any environmental law), enactment, statute, code, ordinance, administrative order, charter, tariff, resolution, order, rule, regulation, guideline, judgment, decree, writ, injunction, franchise, permit, certificate, license, authorization, or other direction or requirement of any governmental authority, political subdivision, or any division or department thereof, now existing or hereinafter enacted, adopted, promulgated, entered, or issued. Notwithstanding the foregoing, “Applicable Laws” and “applicable laws” shall expressly include, without limitation, all applicable zoning, land use, DRI and Florida Building Code requirements and regulations, all applicable impact fee requirements, all requirements of Florida Statutes, specifically including, but not limited to, Section 255.05 related to payment and performance bonds, Section 255.20 related to contractor selection and Section 287.055 related to competitive selection of architects and engineers, all requirements of Chapters 119 and 286 of the Florida Statutes, all disclosure requirements imposed by Section 2-8.1 of the Miami-Dade County Code, all requirements of Miami-Dade County Ordinance No. 90-133 (amending Section 2-8.1), County Resolution No. R-754-93 (Insurance Affidavit), County Ordinance No. 92-15 (Drug-Free Workplace), and County Ordinance No. 91-142 (Family Leave Affidavit), execution of public entity crimes disclosure statement, Miami-Dade County disability non-discrimination affidavit, and Miami-Dade County criminal record affidavit, all applicable requirements of Miami-Dade County Ordinance No. 90-90 as amended by Ordinance No. 90-133 (Fair Wage Ordinance), Section 2-11.15 of the Code (Art in Public Places), the requirements of Section 2-1701 of the Code and all other applicable requirements contained in this Agreement.

The Grantee shall comply with Miami-Dade County Resolution No. R-385-98 which creates a policy prohibiting contracts with firms violating the Americans with Disabilities Act of 1990 and other laws prohibiting discrimination on the basis of disability and shall execute a Miami-Dade County Disability Non-Discrimination Affidavit confirming such compliance.

The Grantee covenants and agrees with the County to comply with Miami-Dade County Ordinance No. 72-82 (Conflict of Interest), Resolution No. R-1049-93 (Affirmative Action Plan Furtherance and Compliance), and Resolution No. R-185-00 (Domestic Leave Ordinance).

All records of the Grantee and its contractors pertaining to the Project shall be maintained in Miami-Dade County and, upon reasonable notice shall be made available to representatives of the County. In addition, the Office of The Inspector General of

Miami-Dade County shall have access thereto for any of the purposes provided in Section 2-1076 of the Code of Miami-Dade County.

The Grantee shall cause each contract to include a provision that the contractor shall comply with all requirements of Section 2-1076 as provided in this Section 15, and that contractor will maintain all files, records, accounts of expenditures for contractor's portion of the work and that such records shall be maintained within Miami-Dade County's geographical area and the County shall have access to such records as provided in this Agreement.

Section 16. Default and Opportunity to Cure; Remedies; Termination; and Other Grants.

(a) Each of the following shall constitute a default by the Grantee:

(1) Grant funds are used by the Grantee at any time for costs that are ineligible for reimbursement pursuant to this Agreement, Appendix A and the laws of the State;

(2) The Grantee fails to maintain the Job Requirement during and by any of the first four (4) Anniversary Dates following the Job Certification Dates, as applicable and as required by this Agreement such that more than ten percent (10%) of the required New Jobs averaging the Job Salary Amount are no longer filled by any such Anniversary Date.

(3) The Grantee breaches any of the other covenants or provisions in this Agreement other than as referred to in Section 16(a)(1) and the Grantee fails to cure its default within forty-five (45) days after written notice of the default is given to the Grantee by the County; provided, however, that if not reasonably possible to cure such default within the forty-five (45) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice, provided, after such original written notice, the Grantee immediately commences and continues to diligently seek a cure.

(b) County Default. The County shall be in default if it breaches any of the covenants or provisions in this Agreement and the County fails to cure its default within forty-five (45) days after written notice of the default is given to the County by the Grantee; provided, however, that if not reasonably possible to cure such default within the forty-five (45) day period, such cure period shall be extended for up to one hundred eighty (180) days following the date of the original notice, provided, after such original written notice, the County immediately commences and continues to diligently seek a cure.

(c) Remedies:

(1) Upon the occurrence of a default as provided in Section 16(a)(1), in addition to all other remedies conferred by this Agreement, the Grantee shall reimburse the County, in whole or in part as the County shall determine, all Grant funds provided by

the County pursuant to this Agreement for all expenses deemed ineligible for reimbursement by the County. Payment by the Grantee shall be by certified check made payable to the Miami-Dade County Board of County Commissioners or deducted from the annual payment on any subsequent Anniversary Date.

(2) Upon the occurrence of a default as provided in Section 16(a)(2), in addition to all of the other remedies conferred by this Agreement, the County may reduce the annual payment for such year by a percentage equal to the percentage of the number of New Jobs that are not filled¹ on such Anniversary Date.

(3) Either party may institute litigation to recover damages for any default or to obtain any other remedy at law or in equity (including specific performance, permanent, preliminary or temporary injunctive relief, and any other kind of equitable remedy).

(4) Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by any party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default.

(5) Any failure of a party to exercise any right or remedy as provided in this Agreement shall not be deemed a waiver by that party of any claim for damages it may have by reason of the default.

(6) The parties are not precluded from seeking any other remedies not enumerated in this Section 16(c) that may be available under the law.

(d) Termination:

(1) Notwithstanding anything herein to the contrary, either party shall have the right to terminate this Agreement, by giving written notice of termination to the other party, in the event that the other party is in material breach of this Agreement, which is continuing beyond the expiration of any applicable notice and cure periods set forth in Section 16(a) above.

(2) Termination of this Agreement by any Party is not effective until five (5) business days following receipt of the written notice of termination.

(3) Upon termination of this Agreement pursuant to Section 16(d)(1) above, no party shall have any further liability or obligation to the other party except as expressly set forth in this Agreement; provided that no party shall be relieved of any liability for breach of this Agreement for events or obligations arising prior to such termination.

¹ i.e. \$100 (total amount of the collateral) times 20% (20 Certified Jobs out of a 100 are not filled) = \$20.

(e) Other Grants. In the event the Grantee is required to repay the Grant to the County pursuant to Section 16(c)(1), the Grantee is not eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Grantee repays the Grant to the County.

Section 17. Waiver. There shall be no waiver of any right related to this Agreement unless in writing and signed by the party waiving such right. No delay or failure to exercise a right under this Agreement shall impair such right or shall be construed to be a waiver of such right. Any waiver shall be limited to the particular right so waived and shall not be deemed a waiver of the same right at a later time or of any other right under this Agreement. Waiver by any party of any breach of any provision of this Agreement shall not be considered as or constitute a continuing waiver or a waiver of any other breach of the same or any other provision of this Agreement.

Section 18. Written Notices. Any notice, consent or other communication required to be given under this Agreement shall be in writing, and shall be considered given when delivered in person or sent by facsimile or electronic mail (provided that any notice sent by facsimile or electronic mail shall simultaneously be sent personal delivery, overnight courier or certified mail as provided herein), one (1) business day after being sent by reputable overnight carrier or three (3) business days after being mailed by certified mail, return receipt requested, to the parties at the addresses set forth below (or at such other address as a party may specify by notice given pursuant to this Section to the other party):

The County:

Grantee:

County Mayor
Miami-Dade County
111 NW 1 Street, Suite 2910
Miami, Florida 33128

Tacolcy Economic Development
Corporation
5900 NW 7th Avenue, Suite 102
Miami, FL 33127

With a copy to:

Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

Deborah M. Edwards, Esq.,
Edwards & Feanny, P.A.
9580 SW 107 Ave, Suite 204
Miami, FL 33176

With a copy to:

The County Attorney,
111 NW 1 Street, Suite 2800
Miami, Florida 33128

Section 19. Captions. Captions as used in this Agreement are for convenience of reference only and do not constitute a part of this Agreement and shall not affect the meaning or interpretation of any provisions in this Agreement.

Section 20. Contract Represents Total Agreement. This Agreement, and its attachments, incorporate and include all prior negotiations, correspondence,

conversations, agreements, and understandings applicable to the matters contained in this Agreement. The parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this Agreement, and that this Agreement contains the entire agreement between the parties as to all matters contained in this Agreement. Accordingly, it is agreed that no deviation from the terms of this Agreement shall be predicated upon any prior representations or agreements, whether oral or written. It is further agreed that any oral representations or modifications concerning this Agreement shall be of no force or effect, and that this Agreement may be modified, altered or amended only by a written amendment duly executed by both parties or their authorized representatives. In the event of a conflict between this Agreement and any of its attachments or exhibits, this Agreement shall prevail.

Section 21. Litigation Costs; Laws; and Venue. In the event that the Grantee or the County institutes any action or suit to enforce the provisions of this Agreement, the prevailing party in such litigation shall be entitled to reasonable costs and attorney's fees at the trial, appellate and post-judgment levels. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. The County and the Grantee agree to submit to service of process and jurisdiction of the State of Florida for any controversy or claim arising out of or relating to this Agreement or a breach of this Agreement. Venue for any court action between the parties for any such controversy arising from or related to this Agreement shall be in the Eleventh Judicial Circuit in and for Miami-Dade County, Florida, or in the United States District Court for the Southern District of Florida, in Miami-Dade County, Florida.

Section 22. Invalidity of Provisions; and Severability. Wherever possible, each provision of the Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be prohibited or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement, provided that the material purposes of this Agreement can be determined and effectuated.

Section 23. Insurance. The Grantee must maintain and shall furnish upon request to the County Mayor, certificates of insurance indicating that insurance has been obtained which meets the requirements as determined by the County's Risk Management.

The Grantee shall furnish to the Department of Regulatory and Economic Resources, Planning Research and Economic Analysis 111 N.W. 1st Street – Suite 1220 Miami, Florida 33128-1900, Certificate(s) of Insurance which indicate that insurance coverage for the GOB Project, other than work which has been completed, has been obtained which meets the requirements as outlined below:

(a) Worker's Compensation Insurance for all employees of the Grantee and the Contractor as required by Florida Statute 440.

(b) Commercial General Liability Insurance on a comprehensive basis, including Explosion, Collapse and Underground Liability coverage in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**

(c) Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$1,000,000.00 combined single limit per occurrence for bodily injury and property damage.

(d) Professional Liability Insurance (if applicable) in the name of the licensed design professional employed by the contractor in an amount of not less than \$1,000,000.00.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength by Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or

The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Financial Services and are members of the Florida Guaranty Fund.

Compliance with the foregoing requirements shall not relieve the Grantee of its liability and obligation under this section or under any other section of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the date written above:

ATTEST:
HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Name:
Title:

Approved by County Attorney as
to form and legal sufficiency.

By: _____

TACOLCY TUSCANY COVE I, LLLP,
a Florida limited liability limited partnership

By: Tacolcy Tuscany Cove I General Partner, LLC,
a Florida limited liability company, its sole general partner

By: Tacolcy Economic Development Corporation, Inc.,
a Florida not-for-profit corporation its sole member

By: Carol Gardner
Name: Carol Gardner
Title: President

Signed in the presence of:

Witness: 
Print Name: James Paulk

Witness: Melissa Andrews
Print Name: Melissa Andrews

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

I HEREBY CERTIFY, that on this 17 day February of, 20 22, before me, Carol Gardner an officer duly authorized to administer oaths and take acknowledgments, appeared [☒] in person or [☐] via online notarization, who is personally known to me, or proven, by producing the following identification: _____, to be the President of Tacolcy Economic Development Corporation Inc., a not-for-profit corporation under the laws of the State of Florida, the sole member of Tacolcy Tuscany Cove I General Partner, LLC, the sole general partner of Tacolcy Tuscany Cove I, LLLP. in whose name the forgoing instrument is executed and said officer severally acknowledged before me that he executed said instrument acting under the authority duly vested by said corporation and its Corporate Seal is affixed thereto. WITNESS my hand and official Seal at _____, in the County and State aforesaid, on this, the 17 day of February, 20 22.

_____, 20 22.


 Notary Public
HEIDI RIGBY

 Print Name

My Commission expires: HH 188319

Miami Economic Associates, Inc.

July 24, 2021

Ms. Carol Gardner
President
Tacolcy Economic Development Corporation
5900 NW 7th Avenue #102
Miami, FL 33127

Dear Ms. Gardner:

Based on our recent telephone conversation with Ms. Angela Kelly of your organization, Miami Economic Associates, Inc. (MEAI) understands that the Tacolcy Economic Development Corporation (TEDC) applied in 2017 for a Miami-Dade County GOB Grant for its then-proposed Tuscany Cove project, which is at 5900 NW 7th Avenue in Miami-Dade County. The project has since been built at a cost of \$34.0 million, inclusive \$2.0 million worth of publicly-financed infrastructure improvements. It consists of 160 affordable housing units for low-income seniors with income between 33 and 60 percent of the Area Median Income for Miami-Dade County, which is currently \$61,000. Accordingly, its residents, who previously lived in locations throughout Miami-Dade County, have incomes ranging from \$20,000 to slightly more than \$36,000. During the period in which Tuscany Cove was being developed a total of approximately 150 construction workers were employed on-site (direct workers). Based on that figure, MEAI estimates that during the construction period, Tuscany Cove generated job opportunities for approximately 100 additional workers either in businesses that provide support to the construction industry (indirect workers) or businesses in which the direct and indirect workers spent their earnings.

In April 2021, the County and Tacolcy entered into a Grant agreement which requires that Tacolcy periodically verify to the County that it is meeting the commitment it made in its application to create and maintain for a period of the years 5 jobs with an annual salary of no less than the greater of: (i) \$30,000 and (ii) the then-Living Wage, as determined in accordance with Section 2-8.9 of the Code of Miami-Dade County. During the referenced telephone conversation, MEAI was asked to verify that TEDC is meeting its commitment and MEAI agreed to do so. The purpose of this memorandum is to report our findings.

In that regard, MEAI has determined that TEDC currently employs six (6) people on a full-time basis at Tuscany Cove, who will be described below. We have also determined that it also temporarily employed a part-timer to assist with leasing during the early days

6861 S.W. 89th Terrace Miami, Florida 33156
Tel: (305) 669-0229 Fax: (866) 496-6107 Email: meaink@bellsouth.net

MDC025

of Tuscany Cove's operations. Since that individual, who had previously been a supervisor at a rental car operation, performed in an outstanding manner, TEDC created a full-time position for her at another TEDC project, Edison Tower Apartments, which is located across the street from Tuscany Cove.

The six people employed at Tuscany Cove include a Community Manager, a Leasing/Marketing Coordinator, a Maintenance Technician, an Administrative Assistant and two janitors. All the employees with the except the janitors are paid annual salaries in the range of \$36,700 to \$50,000. The two janitors earn hourly wages at a rate of \$12 per hour that have totaled \$24,960 over the past year. The four salaried workers are also eligible for fringe benefits that include 117 hours of paid time off (PTO) and payment of 50 percent of the Employee Selected Health Plan premiums. The fringe benefits of the two janitors currently total \$1,508. The average annual wage and salaries of 6 full-time workers is currently \$36,537. Wage and salaries plus fringe benefits currently average \$39,214. The Community Manager assigned to TEDC's sister project earns an annual salary of \$45,000 and is eligible for fringe benefits totaling \$12,747.

The materials that follow provide the job descriptions of the 6 full-time workers at Tuscany Cove and the wage and salary and fringe benefits amounts currently associated with each. The job description for the Community Manager at TEDC's sister property is consistent with that presented below for Tuscany Cove's Community Manager.

Community Manager - \$50,000 + \$2,917 = \$52,917

Leasing apartments. Collecting rent and other property fees from tenants. Reporting the property's financial status, occupancy and expiring leases to property owner. Meeting potential tenants, conducting property tours and assessing their applications in accordance with anti-discrimination laws. Monitoring occupancy levels. Inspecting property and arranging for repairs and new materials as required. Arranging contracts for maintenance, trash removal, landscaping, security and other on-going services and managing disputes with these service providers, as appropriate. Investigating and resolving complaints and rental violations. Affordable Housing Compliance and Certification.

Leasing/Marketing Coordinator - \$41,600 + \$12,522 = \$54,122

Development and execution of marketing campaign. Leasing apartments.

Maintenance Technician - \$41,000 + \$12,522 = \$53,522

Overall maintenance of the project and all areas related to day-to-day operations of the community with respect to it electrical and plumbing systems, carpentry, masonry and painting. Repairing and treating structures such showers, sinks, appliances, doors and cabinets, wall, HVAC system the building's exterior. Ready units for new tenants. Response to 24 emergencies. Scheduling and completing preventative maintenance program. Grounds work such as trash pickup, sweeping, and light landscaping. Special projects, as directed.

Ms. Carol Gardner, President
Tacolcy Economic Development Corporation
July 12, 2021
Page 3

Administrative Assistant - \$36,700 + \$12,522 = \$

Answer incoming phone call, determine purpose of the call and forward to appropriate staff person. Keep a current record a staff members' whereabouts and availability. Answer questions about property and provide callers with address, directions and other information, as needed. Greet persons visiting the property, determine the nature of their visit and announce visitors to the appropriate staff member. Update the appointment calendar and contact information in shared data base. Administrative support tasks such as filing, proofreading, transcribing handwritten information, composing and sending simple letters, memos and fax coversheets. Maintain manual and electronic filing system. Arrange board meeting documents. Assist with administrative overflow, as assigned by supervisor.

Janitor (2 positions at \$12/hour) - \$24,960 + \$1,508 = \$26,468

Upkeep of grounds, amenities, building interiors and exterior, leasing office, parking garage, sidewalks and common areas. Remove trash from office areas and apartment community perimeter daily. Assist in preparation of market-ready units including removal of trash from vacated apartments.

In conclusion, MEAI believes that TEDC is complying --- in fact, exceeding --- the Grant Agreement with respect to Tuscany Cove in terms of job creation.

Sincerely,
Miami Economic Associates, Inc.



Andrew Dolkart
President

Exhibit B

Hiring Plan

Tacolcy Tuscany Cove I LLLP (“Tuscany”) is the owner, and Tacolcy Economic Development Corporation Inc., (“TEDC”), is the developer of Tuscany Cove Apartments, a one hundred sixty (160) unit affordable rental community for Seniors ages 55 and older.

Located in the Liberty City area of Miami-Dade County at 5900 NW 7th Avenue, along the 7th Avenue Commercial Corridor, Tuscany also provides more than eight thousand (8,000) square feet of commercial/retail space. During its twenty-four (24) month construction phase, approximately two hundred (200) temporary jobs were created.

Tuscany created five full-time equivalents (“FTE”) jobs to meet the General Obligation Bond (GOB) Job and Wage requirements. We sought qualified candidates using pre-established sourcing such as CareerSource South Florida (“CSSF”), a state and federally funded workforce development/training/hiring program serving Miami-Dade County, as well as new sourcing channels to include: Resume and Profile mining obtained through Boolean searches on digital platforms such as Google, Indeed, LinkedIn and other talent pipelines including Internal Resume Banks, Temp Agencies and Employee referrals. Tuscany will continue using these sourcing channels as new positions become available.

FTE Positions	# Of Positions	Average Annual Salary*
Community Manager	1	\$50,000
Sr. Maintenance Tech	1	\$41,000
Leasing Agent/Marketing Coordinator	1	\$41,600
Administrative Assistant	1	\$36,700
Porter	2	\$24,960
Totals	6	\$219,220

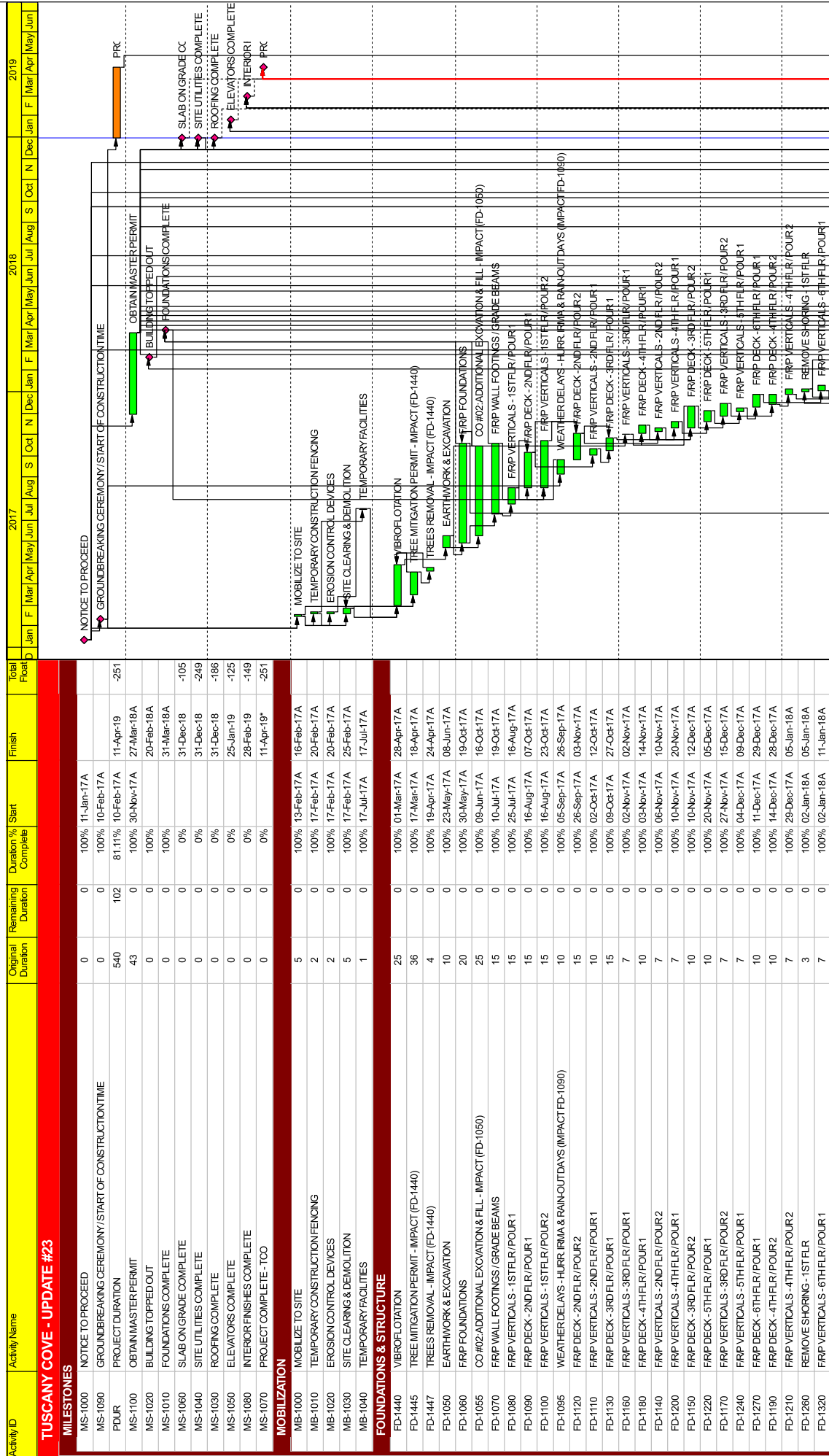
* **Average Annual Salary Amount excluding fringe benefits = \$36,537.**

Hiring Milestones	September 2019 (TCO)	June 2020 (CO)
Targeted Number of Hires	2	4
Actual Number of Hires	2	4
Targeted Cumulative Number of Hires	2	6
Actual Cumulative Number of Hires	2	6

MDC028

Exhibit C Construction Schedule

PAGE 1 OF 7 - TCCV-U23-1



Actual Work

Remaining Work

Critical Remaining Work

Milestone

REVISION DATE = 03-Jan-19

DATA DATE = 31-Dec-18

TUSCANY COVE - UPDATE #23

BAR CHART - BY WBS

DELANT CONSTRUCTION

Final Feb. 2022

Final Feb. 2022

[illegible]

Final Feb. 2022

Final Feb. 2022



City of Miami
BUILDING DEPARTMENT

Building Certificate

Certificate #: **BD16-008305-TCO01**

Certificate: **TCO**

Expiration Date: **3/17/2020**

Purpose: **NEW CONSTRUCTION**

Folio #: **01-3114-000-0170**

Property Address: **5900 NW 7 AV**

Permit #: **BD16-008305-001-B001**

Permit Holder: **Delant Construction Co**

Owner: **TACOLCY ECONOMIC DEVELOPMENT
COPT**

Owner Address: **675 NW 56 BLDG C MIAMI, FL
33127**

Edition of Code: **2014**

Legal Description: **14 53 41 .25 AC BEG AT PT 132FTS & 35FTW OF NE COR OF E1/2 OF
SE1/4 OF NE1/4 OF SE1/4 RUN W100FT S107FT E100 FT N107FT TO POB LOT SIZE 107.000
X 100 OR 16267-3982 1293 3**

Comment:

Zoning Use(s)	Occupant Load	Occupancy
MULTI-FAMILY (RENTAL)		R-2
GENERAL COMMERCIAL	1	B

This certificate is issued to the above-named permit holder for the building and premises at the above described location, and certifies that the work has been completed.

Portion of the structure has been inspected for compliance with the requirements of this code for the occupancy and division of occupancy and the use for which the proposed occupancy is classified.

Maurice L. Pons
Building Official

Sep/19/2019

Date



City of Miami
BUILDING DEPARTMENT

Building Certificate

Certificate #: **BD16008305CO**

Certificate: **CO**

Expiration Date: **N/A**

Purpose: **NEW CONSTRUCTION**

Folio #: **01-3114-072-0010**

Property Address: **5900 NW 7 AV**

Legal Description: **TUSCANY COVE PB 174-003 T-23879 TR A LOT SIZE 56850 SQ FT M/L FAU 01-3114-000-0120-0150-0170 & 0210-0220**

Comment:

Permit #: **BD16-008305-001-B001**

Permit Holder: **Delant Construction Co**

Owner: **TACOLCY ECONOMIC DEVELOPMENT COPT**

Owner Address: **675 NW 56 BLDG C MIAMI, FL 33127**

Edition of Code: **2014**

Zoning Use(s)	Occupant Load	Occupancy
MULTI-FAMILY (RENTAL)		R-2
GENERAL COMMERCIAL	1	B

This certificate is issued to the above-named permit holder for the building and premises at the above described location, and certifies that the work has been completed.

Maurice L. Pons
Building Official

Jun/16/2020

Date

Exhibit D Project Costs

Sources & Uses:

Sources of Funds:	Total
Construction	
Construction Loan	\$ 17,950,000
Tax Credit Equity	\$ 3,147,482
SAIL Loan	\$ 3,304,517
ELI Loan	\$ 1,200,000
Surtax	\$ 3,328,000
HOME	\$ 880,000
GOB EDF	\$ -
Deferred Development	\$ 4,281,847
Fee	
Total Sources of Funds	\$ 34,091,846

Sources of Funds:	Total
Permanent	
Permanent Loan	\$ 8,495,801
Tax Credit Equity	\$ 14,081,811
SAIL Loan	\$ 2,524,999
ELI Loan	\$ 1,200,000
Surtax	\$ 3,328,000
HOME	\$ 880,000
GOB EDF	\$ 2,005,150
Deferred Development	\$ 1,576,085
Fee	
Total Sources of Funds	\$ 34,091,846

Asphaltic Concrete Pavement	\$186,140
Pavement Marking and Signage	\$47,980
Curbs and Gutter	\$59,340
Storm Drainage System	\$163,760
Storm Drainage Materials	\$97,950
Water Distribution System	\$544,370
Water Distribution Materials	\$211,270
Sanitary Sewer System	\$141,020
Sanitary Sewer Materials	\$48,320
Sidewalk and Pavers	\$162,700
Landscape and Irrigation	\$227,500
Site Subdivision Improvement Plan	\$114,800

Total GOB: \$2,005,150

Uses of Funds:	Total
Land Acquisition	\$ 100
Hard Cost	\$ 23,702,868
Soft Cost	\$ 4,636,146
Reserves	\$ 651,709
Development Fee	\$ 5,101,023
Total Uses of Funds	\$ 34,091,846

MDC038

EXHIBIT E

[To Be Placed On Company Letterhead]

Job Certificate

Company Name: _____

Mailing Address: _____

Primary Contact
Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Date Reporting Period Began: _____

Date Reporting Period Ends: _____

Reporting Period of this Certificate: _____

This Certificate must be completed to document both the number of Direct Jobs and the number of Indirect Jobs located at the Development during the Reporting Period as required in the Building Better Communities, General Obligation Bond, Economic Development Fund, Project 320 Grant Agreement (the "Grant Agreement"). This page of the Job Certificate must be completed. Exhibit "E-1" to this Job Certificate must be based upon a report run from the Company's HR system and be based upon RT-6 filings with the State of Florida. The County's rights to audit the Company's records supporting the information provided in this Job Certificate are set forth Section 9 of the Grant Agreement.

I hereby certify that the information in this Job Certificate and any accompanying documents is true and correct to the best of my knowledge, information and belief based upon Company records and based upon the RT-6 filings with the State of Florida. (Please include a signature from a Vice President or higher ranking officer or, in the case of an LLC, a manager or managing member.)

Signature: _____

Print Name: _____

Title: _____

EXHIBIT “E-1”
to Job Certificate

Direct Jobs

The Grant Agreement contains a requirement that 5 New Jobs must be maintained during this Reporting Period. The Reporting Period will be satisfied once at least 9,360 hours (the “Hours Target”) are worked during this Reporting Period.

Total hours worked during this Reporting Period _____

Average hourly wages paid without qualifying health benefits \$ _____

Average hourly wages paid with qualifying health benefits \$ _____