

MEMORANDUM

Agenda Item No. 11(A)(8)

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

DATE: September 19, 2023

FROM: Geri Bonzon-Keenan
County Attorney

SUBJECT: Resolution approving an Amended and Restated Grant Agreement, between Wellspring Community Resources, Inc., Wellspring LLC, and Miami-Dade County relating to grant from Building Better Communities General Obligation Bond ("Bond") Program Project No. 320 - "Economic Development Fund" in amount of \$2,800,000.00; waiving certain requirements in Bond Program Administrative Rules applicable to Economic Development fund projects and the provisions of Resolution No. R-130-06; and authorizing the County Mayor to execute an Amended and Restated Grant Agreement and exercise all provisions contained therein

Resolution No. R-817-23

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Chairman Oliver G. Gilbert, III.



Geri Bonzon-Keenan
County Attorney

GBK/uw



MEMORANDUM

(Revised)

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

DATE: September 19, 2023

FROM: 
Gen Bonzon-Keenan
County Attorney

SUBJECT: Agenda Item No. 11(A)(8)

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. 11(A)(8)
9-19-23

RESOLUTION NO. R-817-23

RESOLUTION APPROVING AN AMENDED AND RESTATED GRANT AGREEMENT, BETWEEN WELLSRING COMMUNITY RESOURCES, INC., WELLSRING LLC, AND MIAMI-DADE COUNTY RELATING TO GRANT FROM BUILDING BETTER COMMUNITIES GENERAL OBLIGATION BOND (“BOND”) PROGRAM PROJECT NO. 320 - “ECONOMIC DEVELOPMENT FUND” IN AMOUNT OF \$2,800,000.00; WAIVING CERTAIN REQUIREMENTS IN BOND PROGRAM ADMINISTRATIVE RULES APPLICABLE TO ECONOMIC DEVELOPMENT FUND PROJECTS AND THE PROVISIONS OF RESOLUTION NO. R-130-06; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE AN AMENDED AND RESTATED GRANT AGREEMENT AND EXERCISE ALL PROVISIONS CONTAINED THEREIN

WHEREAS, Appendix A to Resolution No. R-914-04 (the “Public Infrastructure Resolution”), lists projects eligible for funding from the Building Better Communities General Obligation Bond Program (the “Bond Program”) by project number, municipal project location, commission district, project description, street address, and project funding allocation; and

WHEREAS, one of the projects listed in Appendix A to the Public Infrastructure Resolution and approved by the voters for funding is Project No. 320 – “Economic Development in Targeted Urban Areas” (“Project 320”) with a project description that states “Provide infrastructure improvements to spur economic development and attract new businesses to the community in order to create jobs”; and

WHEREAS, the goal of Project 320 is to encourage private sector development through public infrastructure investments that will create jobs and cause economic development which will have long term benefits to the community in Targeted Urban Areas; and

WHEREAS, pursuant to Resolution No. R-822-20 adopted on October 26, 2020, this Board, approved an allocation to, and a grant agreement (“Original Grant Agreement”) with, Wellspring Community Resources, Inc. (“Grantee”) for funding from Project No. 320 in the amount of \$2,800,000.00 for the partial funding of certain public infrastructure improvements related to the completion of the Wellspring Community Complex of Opa-Locka (the “Project”) to be located upon County-owned real property leased to Grantee and located at 14701 NW 27 Avenue, Opa-Locka, FL 33056, upon certain employment and salary benchmarks being met, among other requirements in the Bond Program Administrative Rules; and

WHEREAS, pursuant to the terms of the Original Grant Agreement, Grantee was to: (a) develop the Project to consist of a new state-of-the-art six story residential and commercial facility with a full service health and wellness center, a food bank, a senior center, a childcare center and 92 units of affordable housing (“Original Development”); (b) create 38 new jobs with annual average salaries of \$73,000.00 or higher; and (c) accept the \$2,800,000.00 grant as a one-time reimbursement following the satisfaction of certain conditions precedent, including the completion of construction of the Project and the creation of the 38 new jobs and the provision of an irrevocable letter of credit to guarantee the maintenance of the jobs during a five-year period; and

WHEREAS, since that date, the Grantee and the County have agreed to amend the Grantee’s lease of County land to bifurcate the affordable housing development from the balance of the Project, reduce the size of the property to be leased to Grantee, and to lease the land for the affordable housing development to Wellspring LLC (“Developer”); and

WHEREAS, this Board approved, pursuant to Resolution No. R-705-23, the amended and restated lease agreement with Grantee for the medical office complex and the new lease agreement with Developer for the affordable housing; and

WHEREAS, on August 7, 2023, the Grantee prepared and submitted a revised application for Project 320 funding, a copy of which is attached to this resolution as Attachment 1, in order to fund public infrastructure costs associated with the Project; and

WHEREAS, pursuant to the terms of the amended and restated Original Grant Agreement (“Amended Grant Agreement”): (a) the Project will consist of a new state-of-the-art six story residential and commercial facility with full service health and wellness center, and a community resource center (“Revised Project”); (b) the Project will result in the creation of 12 new jobs with annual average salaries of the greater of the County’s then-Living Wage or \$49,092.00; (c) the \$2,800,000.00 grant shall be provided on a reimbursement basis during the course and progress of design and construction of the public infrastructure, rather than following the creation of all of the new jobs, and there shall be no requirement for an irrevocable letter of credit (or other similar collateral acceptable to the County) prior to disbursement of funds; and (d) the Developer will be added as a party to the Amended Grant Agreement, with the provision that the development obligations for the construction of the public infrastructure will be fulfilled by the Developer, and the obligations for the construction of the Revised Project and the creation of the new jobs shall be satisfied by Grantee; and

WHEREAS, the Bond Program Administrative Rules require, among other things, that grants funded from Project 320: (a) be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs; and (b) require a grant recipient to provide collateral to secure repayment obligations and remedies that would be assessed by the County if certain benchmarks are not met (“Clawback provision”); and

WHEREAS, for the Revised Project, this Board wishes to waive the requirements, set for in the Bond Program Administrative Rules, that grants of Project 320 funds be disbursed only after all public infrastructure work has been completed and upon receipt of an audited financial accounting of the infrastructure development costs, and that the grant recipient provide collateral securing the Clawback provision; and

WHEREAS, this Board further wishes to approve the Amended Grant Agreement between the County, Grantee, and Developer, in generally the form attached hereto as Attachment “2” to this resolution and approves funding in the amount of \$2,800,000.00 from Project No. 320 to fund public infrastructure for the project,

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 Amended and Restated Grant Agreement between the County, Grantee, and the Developer for a grant from Bond Program Project 320 in the amount of \$2,800,000.00 in substantially the form attached to this resolution as Attachment 2.

Section 3. This Board wishes to waive the requirement in the Bond Program Administrative Rules that grants funded from Project 320: (a) be disbursed on a reimbursement basis only after verified completion of the public infrastructure project upon receipt of an audited financial accounting of infrastructure development costs; and (b) require a grant recipient to provide collateral to secure the Clawback provision.

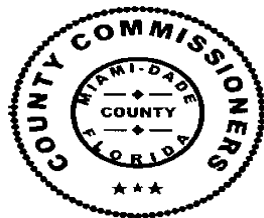
Section 4. This Board further wishes to waive the provisions of Resolution No. R-130-06 requiring all contracts that are presented to this Board to be fully negotiated, in final form and executed by the other parties.

Section 5. This Board authorizes the County Mayor or County Mayor's designee to execute the Amended and Restated Grant Agreement and exercise all rights and provisions conferred therein.

The Prime Sponsor of the foregoing resolution is Chairman Oliver G. Gilbert, III. It was offered by Commissioner **Eileen Higgins**, who moved its adoption. The motion was seconded by Commissioner **Danielle Cohen Higgins** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 19th day of September, 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

JUAN FERNANDEZ-BARQUIN, CLERK

By: **Basia Pruna**
Deputy Clerk

Approved by County Attorney as
to form and legal sufficiency.

MRP

Monica Rizo Perez

Economic Development Fund
Building Better Communities
General Obligation Bond Program

EDF General Project Overview

WELLSPRING COMMUNITY COMPLEX OF OPA-LOCKA

Project Title

WELLSPRING COMMUNITY RESOURCES INC

Name of Business

AUGUST 7, 2023

Date Submitted

After review of this *Project Overview* the Office of Economic Development and International Trade may request additional information including a business plan containing a market assessment, financial proformas, and development site plans. The submission of this project overview does not guarantee funding.

Francesca de Quesada Covey
Chief Innovation & Economic Development Officer
Regulatory and Economic Resources Department
STEPHEN P. CLARK CENTER,
111 N.W. 1ST STREET, 21ST Floor
MIAMI, FLORIDA 33128
Telephone (305) 375-1934



ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



1. BUSINESS INFORMATION

- A. Name of Business Unit: WELLSPRING COMMUNITY RESOURCES INC
- B. Mailing Address: 16220 NW 18 COURT
Street Address
MIAMI GARDENS, FL 33054
City State Zip Code
- C. Primary Contact Person of Parent Company (if applicable):
DR. STEPHANE SMALL-DIAZ
- D. Title: PRESIDENT
Mailing Address: 16220 NW 18 COURT
Street Address
MIAMI GARDENS, FL 33054
City State Zip Code
Telephone: 305.525.9788 Fax: _____
Email: SSMALLDIAZ@GMAIL.COM Website: _____
- E. Federal Employer Identification Number: 84-2870418
- F. Unemployment Compensation Number: _____
- G. Florida Sales Tax Registration Number: _____
- H. What is the business's tax year? (ex: Jan 1 to Dec 31): JANUARY TO DECEMBER (CALENDAR YEAR)
- I. Is this business an active and duly registered for-profit Florida corporation?
Yes ☒ No ☐ If no, please explain: _____

Indicate ownership status: (Note: Responding to this question is voluntary and not required. The County does not use this information as a factor in determining the award of County funds or contracts.) Check all that apply.

Minority Owned Business ☐ Woman Owned Business ☐ Privately Owned Business ☐
Publicly Owned Business ☐ None ☒

Is this business an active and duly registered not-for-profit 501(C)(3) Florida corporation?

Yes ☒ No ☐

J. Will the business requesting grant funds own or lease the property where the project will be located?

Own ☐ Lease ☒ (Note: Provide a copy of the deed showing ownership or a copy of the lease.)

K. If the business will own the property, is or will the property be encumbered by any mortgage and if so provide the balance of the mortgage(s).

2. PROJECT OVERVIEW

A. Which of the following best describes this business¹:

- ☒ New business unit to Miami-Dade County creating jobs.
☐ Existing Miami-Dade County business creating/expanding jobs in Miami-Dade.
(If an expansion, how many jobs are currently in the expanding business unit?) _____
☐ Developer building new construction for business _____ (name of the company)
that will be creating _____ jobs.

¹ Must be a separate business unit or reporting unit of a business unit that is or will be registered with the State of Florida for unemployment compensation purposes.

ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



B. How many individuals are employed at all Florida locations? (FTE²)

0

C. Are any jobs being transferred from other Florida locations?

Yes ☐ No ☒ If yes, how many jobs and from where? _____

Why are these jobs being transferred? _____

D. Project Location Information:

(i) What is the project's proposed location address:

14701 NW 27 AVE
Street Address
OPA-LOCKA FLORIDA 33056
City State Zip Code

(ii) What is the project's current location address (if different):

Street Address
City State Zip Code

(iii) Is the project location within a current or proposed Brownfield site / area?

Yes ☒ No ☐ If yes, attach a copy of the official document designating the Brownfield area.

(iv) Is the project location in an Enterprise Zone, Empowerment Zone or a Targeted Urban Area as defined in Section 30A-129(2) of the Miami-Dade County, FL Code of Ordinances?

Yes ☒ No ☐ If yes, which zone? NW 27 AVENUE CORRIDOR TUA

E. Give a full description of this proposed project. (Not to exceed 500 words. Be specific.)

SEE ATTACHED

F. Explain how this proposed project will spur economic development, attract new businesses to Miami-Dade County and create jobs.

THE PROJECT WILL ADD NEW WORKFORCE JOBS TO THE CITY OF OPA-LOCKA/MIAMI-DADE COUNTY AND WILL LEVERAGE PRIVATE DOLLARS TO LEVERAGE COUNTY FUNDS TO PROVIDE MAJOR INFRASTRUCTURE IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY.

G. Provide a complete project line item budget, including estimated cost, sources and uses of funds, a detailed description of project elements, and the portion of the project proposing to utilize Economic Development Fund grants. (EDF grants can only be used for public infrastructure.) SEE ATTACHED

H. What proportion of gross operating revenues from this project are anticipated to represent sales to customers located outside of Miami-Dade County? (If sales are not a reasonable measure, use another basis for measure and provide explanation below.)

15 % Explain, if necessary: _____

² An FTE or "full-time equivalent" job implies at least 35 hours of paid work per week per employment position.

ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



3. JOB AND WAGE OVERVIEW

A. How many new FTE jobs are to be created as part of this project? What are the initial average wage and benefits? SEE ATTACHED

Occupation	Avg Wage	Avg Benefits	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__
Prof., Scientist	\$	\$						
Research Tech.								
Senior Mgmt								
Admin. Support								
Production Wrkrs								
Other								

Jobs created, continued

Occupation	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__	Year 20__
Prof., Scientist									
Research Tech.									
Senior Mgmt									
Admin. Support									
Production Wrkrs									
Other									

B. What employee benefits are included above? (e.g. health insurance, 401(k) contributions, vacation and sick leave, etc.) HEALTHCARE, RETIREMENT AND PTO

C. If this is an existing business located in Miami-Dade, then how many jobs are expected to be retained as part of this project? (Jobs in jeopardy of leaving Miami-Dade should only be included here.) _____ (Note: EDF grants cannot be used solely for the purpose of retaining existing jobs.)

D. What is the business' principal industry classification code? (Use North American Industry Classification System – NAICS.): 621111 / 531110 / 624210

If more than one NAICS code applies, then provide a breakdown of the project's primary business activities:

Business Unit Activities	NAICS Code	% of Project Revenues (total = 100%)	Annualized Wages Total (\$)
HEALTH & WELLNESS	621111	60 %	\$ 1,500,000
SENIOR HOUSING	531110	40 %	\$ 150,000
FOOD BANK	624210	0 %	\$ 0

4. CAPITAL INVESTMENT OVERVIEW

A. Describe the capital investment in real and personal property (Examples: construction of new facility; remodeling of facility; upg rading, replacing, or buying new equipment. Do not include the value of land purchased for construction of a new building but include architect, engineering and design costs).

NEW SENIOR LIVING FACILITY TO BE CONSTRUCTED ON VACNAT LAND ADJACENT TO AN EXISTING AND FORMER L&D FACILITY THAT WILL BE REHABBED TO PROVIDE A MULTIDISCIPLINARY MEDICAL OFFICE BUILDING (MOB) ANCHORED BY PRIMARY HEALTH CARE. PROJECT WILL INCLUDE A MAJOR CAPITAL IMPROVEMENT TO EXISITING PUBLIC INFRASTRUCTURE ALONG NW 25 CT AND NW 147 STREET.

ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



- B. List the anticipated amount (thousands of dollars) and type of major capital investment to be made by the applicant in connection with this project: (Attach separate schedule if investment will be made over more than five years) SEE ATTACHED**

	Year ____	Year ____	Year ____	Year ____	Year ____
Land	\$	\$	\$	\$	\$
New Construction (excl. public infrastructure)	\$	\$	\$	\$	\$
Building Renovations	\$	\$	\$	\$	\$
Manufacturing Equipment	\$	\$	\$	\$	\$
R & D Equipment	\$	\$	\$	\$	\$
Other Equipment (computer equipment, office furniture, etc)	\$	\$	\$	\$	\$
Total Capital Investment	\$	\$	\$	\$	\$

- C. What is the estimated square footage of the new or expanded facility?** 44,000 (MOB) + 236,000 (SENIOR)
- D. What is the deadline to make the location decision (date)?** _____
- E. What is the anticipated date that construction will begin?** OCTOBER 2023
- F. What is the anticipated construction completion date?** DECEMBER 2025
(If this project is being built in phases, then provide a commencement and completion date for each phase.)
- G. What is the anticipated date that operations will commence?** NOVEMBER 2025
- H. Submit documentation demonstrating financial capacity and financial commitments using other non-County sources to complete the project. SEE ATTACHED**

5. PUBLIC INFRASTRUCTURE NEEDS

- A. Describe the type of public infrastructure investment needed.** WATER EXTENSION, SEWER EXTENSION, SIDEWALKS, CURB & GUTTER AND DRAINAGE
- B. What is the total anticipated cost of public infrastructure needed for this project?** \$3,800,000
- C. EDF grants will be disbursed only after the public infrastructure investments are complete and negotiated performance benchmarks are met. Describe the business's capacity to finance the public infrastructure costs. SEE ATTACHED**

6. ECONOMIC IMPACT AND CORPORATE RESPONSIBILITY

- A. Provide a brief synopsis of any special economic impacts/benefits the project is expected to stimulate in the community, the County, and the rest of South Florida. SEE ATTACHED**
- B. Will business operations being supported with an Economic Development Fund grant establish a plan for maximizing the employment of persons with family incomes less than 80% of the County's median household income, or persons living in Census Block Groups where 50% of residents live in households with income less than 80% of the median? If yes, explain how that plan will be developed and implemented. YES, SEE ATTACHED HIRING PLAN**
- C. Will the business operations be conducted in LEED certified (or equivalent energy efficiency rating system) buildings? If yes, at what level of certification**

Yes ☒ No ☐ PER COUNTY ORDINANCE

ECONOMIC DEVELOPMENT, GENERAL PROJECT OVERVIEW



D. List and explain any criminal or civil fines or penalties or ongoing investigations or debarments that have been performed/imposed upon the company, its executives, its principals or its affiliates and any bankruptcy proceedings (within the past 10 years) of the applicant or its parent company. Do not leave this question blank. If there are no issues to be identified, write "NONE." Failure to disclose this information may result in this application being denied. NONE

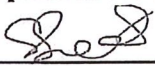
E. Is the company current with all its state, local and federal taxes? If no, please explain.

Yes ☒ No ☐

F. Provide any additional information you wish considered as part of this review of your request for incentives or items that may provide supplementary background information on your project or company.

7. SIGNATURES

Application Completed By:


Signature

DR. STEPHANIE SMALL-DIAZ
Name

PRESIDENT
Title

WELLSPRING COMMUNITY RESOURCES INC
Company

Address, if different than mailing address

305.525.9788
Phone number

Fax Number

SSMALLDIAZ@GMAIL.COM
Email Address

08/07/2023
Date

Name of contact person, if different than above

Phone Number

Address

Address

SSMALLDIAZ@GMAIL.COM
Email Address

To the best of my knowledge, the information included in this application is accurate.


Signature (Authorized Company Officer) REQUIRED

DR. STEPHANIE SMALL-DIAZ
Name

PRESIDENT
Title

WELLSPRING COMMUNITY RESOURCES INC
Company

Address, if different than mailing address

305.525.9788
Phone number

Fax Number

SSMALLDIAZ@GMAIL.COM
Email Address

08/07/2023
Date

Miami-Dade County Environment

Brownfields

A brownfield area is a contiguous area of one or more brownfield sites, some of which may not be contaminated, and which has been designated by a local government by resolution.

A brownfield site is any real property where the expansion, redevelopment or reuse is complicated by actual or perceived environmental contamination. While these properties have an enormous potential for economic development, they may fail to attract the private market because of the perceived liability associated with brownfield sites and the potential cost involved in the cleanup.

Entering into a Brownfield Site Rehabilitation Agreement with Miami-Dade County, delegated the authority to administer the Florida Brownfields Redevelopment Program on behalf of the State of Florida's Department of Environmental Protection (FDEP), provides eligibility for benefits and incentives for site cleanup, including a Voluntary Cleanup Tax Credit, a tax refund on new jobs created for certain eligible businesses, cleanup liability protections, and application of Risk-Based Corrective Action principles to site rehabilitation using Chapters 62-777 and 62-780, Florida Administrative Code.

To negotiate a Brownfield Site Rehabilitation Agreement with Miami-Dade County the site must be located in a designated Brownfield Area. Brownfield areas designated by Miami-Dade County include all of the unincorporated areas within the Urban Development Boundary of the Enterprise Zones, Enterprise Communities, Empowerment Zones, Targeted Urban Areas and areas eligible for Community Development Block Grant funds, in addition to individual-requested brownfield areas. Municipalities in Miami-Dade that have designated brownfield areas include the City of Miami, City of Opa-Locka, City of Miami Beach, City of Hialeah, City of Homestead, Town of Medley, City of Miami Gardens, City of North Miami, City of South Miami, City of Doral and the Village of El Portal.

Individuals and local governments may designate brownfield areas in accordance with the requirements of Section 376.80, Florida Statutes.

Brownfield areas and contaminated properties

- Search for Brownfield Areas and contaminated sites using the [Environmental Considerations GIS Tool \(https://gisweb.miamidade.gov/EnvironmentalConsiderations/\)](https://gisweb.miamidade.gov/EnvironmentalConsiderations/)
- [FDEP Brownfields GeoViewer \(https://ca.dep.state.fl.us/mapdirect/?focus=brnflids\)](https://ca.dep.state.fl.us/mapdirect/?focus=brnflids)

Applications and forms

- Submit an [application for Brownfield Area Designation](http://www.miamidade.gov/business/library/forms/brownfield-designation-application.pdf)  (<http://www.miamidade.gov/business/library/forms/brownfield-designation-application.pdf>) for a property in unincorporated Miami-Dade County
- Download the [Miami-Dade County Model Brownfield Site Rehabilitation Agreement](http://environment.library/reports/2020-07-23-mdc-model-bsra.pdf)  (<http://environment.library/reports/2020-07-23-mdc-model-bsra.pdf>)

Brownfields program incentives

- Visit the [State of Florida's Brownfields Program website \(https://floridadep.gov/waste/waste-cleanup/content/brownfields-program\)](https://floridadep.gov/waste/waste-cleanup/content/brownfields-program)

Brownfield Redevelopment Bonus Refund (<http://www.miamidade.gov/business/library/forms/brownfield-redevelopment-bonus.pdf>)

- [Brownfield Redevelopment Bonus Tax Refund attachment \(http://www.miamidade.gov/business/library/forms/brownfield-redev-bonus-attachment.docx\)](http://www.miamidade.gov/business/library/forms/brownfield-redev-bonus-attachment.docx) to the general project overview

Additional Resources

- [2020 Miami-Dade County Brownfields Program Annual Report](http://environment.library/reports/mdc-2020-annual-brownfield-report.pdf)  (<http://environment.library/reports/mdc-2020-annual-brownfield-report.pdf>)

Contact Us

Sandra Rezola, Brownfields Coordinator, DERM-RER

Phone: 305-372-6700

Rezols@miamidade.gov (<mailto:Rezols@miamidade.gov>)

Freenette Williams, Business Development Specialist, RER

Phone: 305-375-2883

fwilli@miamidade.gov (<mailto:fwilli@miamidade.gov>)

Page Last Edited: Thu Oct 8, 2020 4:02:26 PM



Environmental Considerations

Find potential Environmental impacts near you

14701W 27 AVE

Search

Map Tools ▼

Base Maps ▼

How do I?

MDC015

14701 NW 27TH AVE, 8, 33054

Landfill

The location entered is not in a Landfill.

Brownfield

NAME: OPA-LOCKA

Cut Fill Basin

The location entered is not in a Cut Fill Basln.

Critical Habitats

The location entered

OPA-LOCKA



April 2013

A horizontal scale bar with a black background and white markings. It is labeled '0' at the left end, '0.5' in the middle, and '1' at the right end. Below the bar, the word 'Miles' is written in a bold, black, sans-serif font.

Exhibit A – Economic Impact Analysis

The Medical Office Building is expected to generate a significant number of new businesses and/or expanded businesses to be located in the City of Opa-locka. The economic impact that the complex cannot be overstated. The property is currently a blight on the community and the City of Opa-locka. The property sits upon the city's northern border with Miami Gardens on NW 27th Avenue, one of the busiest streets in Miami Dade County. With such high visibility, the property currently serves as a harbinger of desolation with graffiti spray-painted exterior walls and windows without glass. With the finished construction of a new state-of-the-art six story residential and commercial facility, the Opa-locka Community Wellness Complex, will usher in a new era of economic development for the City of Opa-locka.

Due to the lack of access to services currently available within the community, residents must travel outside of the community for specialty care, vision services, and dental services. All of these services will be new business not currently available within the community. Access to pharmacy services and primary care is currently limited. This project will greatly expand the offering of these services.

With a waiting list of over two years, the closest affordable housing unit geared to seniors is unable to meet demand. The community support and access to care that this project will provide will lay the foundation for Opa-locka to become a healthier community. Developing a healthy community is the cornerstone to developing a community that is vibrant and financially sound. This project is that cornerstone that the City of Opa-locka desperately needs to continue developing new and diverse businesses that contribute to the city's economic development.

Exhibit B – Hiring Plan

According to the U.S. Census Bureau, the average annual per capita income in the City of Opa-locka was \$16,320 and the median household income was \$27,734 as of 2021. Accordingly, residents of Opa-locka are members of families with incomes less than 80% of the County's median household income and are living in Census Block Groups where 50% of residents live in households with income less than 80% of the median.

The medical office building will seek to create several jobs sourced from members of the immediate Opa-locka community. Wellspring Community Resources has identified the roles and positions required for the medical office, such as physicians, nurses, receptionists, administrative staff, medical assistants, etc. To staff the medical office building the following hiring plan will guide and will include candidate sourcing for employment opportunities as a result of marketing and media placement via online sources such as Indeed (www.indeed.com), The Miami Herald Jobs (jobs.miamiherald.com); local placement services such as CareerSource South Florida, OIC of South Florida; and traditional hiring sources such as employment agencies. As positions are available, outreach efforts will continue using confirmed methods of job sourcing and will follow the below approach to support candidate hiring.

- A budget for salaries has been determined for hiring and salaries. The medical office building will consider factors like market rates, experience, and location as the medical office is staffed.
- Decide on the recruitment methods, such as job boards, professional associations, social media, or referrals. We will consider using a mix of sources to attract the widest pool of candidates.
- Develop a screening process to evaluate resumes and applications. This might involve an initial phone interview or skills assessment.
- Plan a comprehensive interview process that includes multiple rounds to assess skills, cultural fit, and compatibility with the team.
- Perform reference checks to validate candidates' qualifications, work history, and professionalism.
- Prepare offer letters that outline the terms of employment, including compensation, benefits, and any other relevant details.
- Create an onboarding plan for new hires, including training, orientation, and integration into the team.
- Ensure compliance with labor laws, healthcare regulations, and any other legal requirements.
- Prioritize diversity and inclusion in our hiring process to create a well-rounded and representative team.
- Develop strategies to retain employees, such as offering professional development, a positive work environment, and competitive benefits.
- Define key performance indicators (KPIs) to measure the success of our hiring plan, such as time-to-fill, employee satisfaction, and productivity.
- Regularly review and update our hiring plan based on feedback and changing organizational needs.

Exhibit C – Construction Schedule

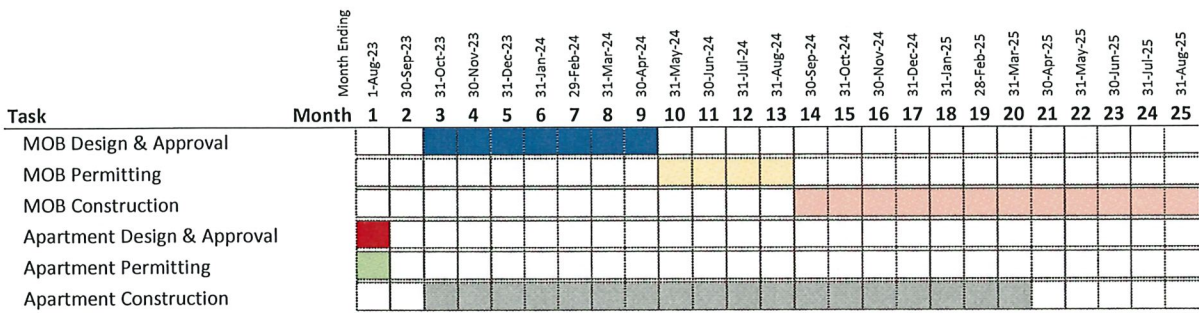


Exhibit D – Total Project Cost Summary

Combining construction of both the housing and the medical center, the complex has an estimated construction cost of approximately \$34,000,000 without contingency, medical equipment, or extraordinary costs. The medical office will rehabilitate approximately 40,000 square feet of an existing and former labor and delivery center. The total construction cost includes approximately \$3,800,000 dedicated to public infrastructure.

Due to lack of drainage, sidewalks, and the crumbling clay pipes installed in the City of Opa-locka in the 1970s, we estimate that the area requires approximately \$3,800,000 in public infrastructure improvements. We shall allocate \$2,800,000 in GOB funding to install new piping, sidewalks, curb and gutter and reconstruction of the roadway along NW 25th Court. Funding from Miami-Dade County will be leveraged by private capital and tax credit equity financing via the senior housing complex.

Overall project cost is nearly \$50,000,000 – inclusive of all project spending including both hard and soft costs. See Exhibit B for total costs, inclusive of non-capital costs. Below are anticipated capital improvement costs.

Total Project Capital Improvements			
	2023	2024	2025
Land	-	-	-
New Construction	2,728,317	14,823,672	4,941,224
Renovations	-	3,420,000	7,980,000
Manufacturing Equipment	-	-	-
R&D Equipment	-	-	-
FFE	-	-	2,750,000
SUBTOTAL	2,728,317	18,243,672	15,671,224
Contingency	-	-	1,681,775
TOTAL	2,728,317	18,243,672	17,352,999

Item 2E - Full Description of Project

The Wellspring Community Complex of Opa-locka will include a full-service health and wellness center, a food bank, a senior center, a childcare center, and 99 units of affordable housing for seniors. The goal of the complex is to provide the community with a single resource location for many of its healthcare needs. This project and its mission will be accomplished through the provision of both primary and specialty care, dental and vision centers, a pharmacy, a medical supply store, and rehabilitation services. Senior citizens shall receive a host of services which include transportation to and from the complex and free social events. By combining community services, housing, and wellness services in one single location, the complex shall take a holistic approach to improving population health.

The project lies within both the Miami-Dade County Brownfield area (see attached) and the NW 27th Avenue Corridor Targeted Urban Area (see attached). As such, Miami-Dade County has identified the site as a site in need of economic development and financial recovery. This project fulfills county goals by providing new construction, new business, public right of way infrastructure improvements and high impact entry-level and technical jobs.

Item 2F - Economic Development, New Business, and Job Creation

The property is currently a blight on the community and the City of Opa-locka. The property sits upon the city's northern border with Miami Gardens on NW 27th Avenue, one of the busiest streets in Miami Dade County. With such high visibility, the property currently serves as a harbinger of desolation with graffiti spray-painted exterior walls and windows without glass. With the finished construction of a new six story senior residential apartment complex and rehabilitated commercial medical office building facility, the Opa-locka Community Wellness Complex, will usher in a new era of economic development for the City of Opa-locka. The project's positive impact on the community and the current site cannot be overstated.

Due to the lack of access to services currently available within the community, residents must travel outside of the community for specialty care, vision services, and dental services. All of these services will be new business not currently available within the community. Access to pharmacy services and primary care is currently limited. This project will greatly expand the offering of these services.

With a waiting list of over two years, the closest affordable housing unit geared to seniors is unable to meet demand. The community support and access to care that this project will provide will lay the foundation for Opa-locka to become a healthier community. Developing a healthier community is the cornerstone to developing a community that is vibrant and financially sound. This project is that cornerstone that the City of Opa-locka desperately needs to develop economically.

According to the U.S. Census Bureau, the average annual per capita income in the City of Opa-locka was \$16,320 as of 2021 and a 35.4% poverty rate. With annual salaries starting at \$31,200 and several over \$200,000, the lowest paying wage at the complex will start at over the average per capita income in the city. As such, income from the Community Wellness Complex will serve as a vehicle for economic development.

Item 2G – Project Budget

CONSOLIDATED BUDGET**DEVELOPMENT
BUDGET****Acquisition****Architect/Engineering**

Architect - Design / Supervision	322,000
Engineering	100,000
Architect - Reimbursables/Reproduction	10,000
Architect/Engineering Total:	432,000

Construction

MOB Construction	10,000,000
Residential Construction	15,684,831
Site Work/Utilities/Parking	3,800,000
Demolition	20,000

Subtotal: 29,504,831

General Requirements	1,770,290
Overhead	590,097
Profit	1,770,290
Additional Insurances	257,705

Subtotal: 4,388,381

Total GC Contract: 33,893,212

Medical Equipment a & Devices	2,750,000
Hard Cost Contingency	1,681,775

Construction Total: 38,324,988

Consultant Fees

Survey	50,000
Traffic Study	5,500
Accountant Cost Cert	50,000
Appraisal	7,500
Market Study	10,400
Environmental Studies/Testing	25,000
Site Security	261,813
Accessibility Review & Misc	3,500
License, Travel & Other 3rd Party	2,500
Private Provider Inspections	74,250
Green Building Certification	27,500

Consultant Fees Total: 517,963

Developer Fee

Developer Fee	3,604,000
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Developer Fee Total: 3,604,000

Interim Financing Fees

Construction Interest	2,897,663
Bridge Loan Commitment Fee	41,035
Construction Lender Counsel	100,000
Local HFA Borrower Counsel	52,850
Community Engagement	25,000
Local HFA Closing Fees	51,138

Item 2H - Revenue Source

There are two revenue streams generated by the complex: senior housing rentals and medical services. It is assumed that all housing sales will be generated in Miami-Dade County. Only a portion, approximately 15%, of revenue generated from medical services is expected to be generated outside of Miami-Dade County. Given that the bulk of all medical service revenue is generated within a five-mile radius of the complex, this 15 percent represents a small portion of sales that will be attracted from locales outside of Miami-Dade County.

Item 3A – Job and Wage Overview

The medical office building will create several new jobs. At least 12 jobs will be created on site. The expected job types, as well as the wage and benefits for each expected job type are listed below assuming the initial wage as starting salary of the salary band. Wage growth is assumed to increase annually between 3.3% and 5.2%. As the medical office components grow, along with patient growth, we expect a multiplier effect to economic activity generated by the medical office that extends beyond new job creation.

Additionally, the rehabilitation of the medical office building and the new construction of the senior housing apartments will leverage county resources to improve the immediate area, making it more pedestrian friendly and providing new infrastructure to an area where the existing infrastructure is at capacity.

Physicians

General Practitioner: \$100,000 - \$250,000
Specialist (e.g., Surgeon, Cardiologist): \$200,000 - \$500,000+

Nurses

Registered Nurse (RN): \$50,000 - \$80,000
Nurse Practitioner (NP): \$80,000 - \$120,000

Dentists

General Dentist: \$100,000 - \$200,000
Specialist (e.g., Orthodontist, Oral Surgeon): \$150,000 - \$300,000+

Pharmacists

Retail Pharmacist: \$80,000 - \$120,000
Clinical Pharmacist: \$90,000 - \$140,000

Physical Therapists

\$70,000 - \$100,000

Psychologists

Clinical Psychologist: \$70,000 - \$120,000
Psychiatrist: \$150,000 - \$250,000

Admin Support

Medical Assistant: \$34,345 - \$38,000
Tech Assistant: \$34,345 - \$38,000

Pharmacy Technician: \$34,345 – \$36,000

Other Support Staff: \$34,345 - \$36,000

The medical office complex will create a minimum of 12 new jobs. The newly created jobs will generate economic activity for individual employees and businesses that provide ancillary services to the medical office complex, such as lawn maintenance, contract services, goods and services, etc.

Position	Number	Approximate	Expected
		Salary	Payroll
General Practitioner	1	100,000	100,000
Nurse Practitioner	1	80,000	80,000
Medical Assistant	1	34,345	34,345
Tech Assistant	2	34,345	68,690
Pharmacy Technician	1	34,345	34,345
Dentist	1	100,000	100,000
Admin Support	2	34,345	68,690
Other Support Staff	3	34,345	103,035
			\$ 589,105
Benefits			\$ 170,840
Total			\$ 759,945

(*) Special Economic Impacts and Benefits

In addition to the financial impact on the community and the high-impact job creation, Wellspring shall offer a first-of-its-kind economic development incentive. All employees of the Opa-locka Community Wellness Complex who maintain a permanent residence within the city limits of the City of Opa-locka or otherwise reside within two miles of the complex shall receive an annual bonus of 5 percent of the employee's annual salary. Up to \$63,000 in bonuses will be available and distributed to employees who are residents of both the City of Opa-Locka and Miami-Dade County.

Item 4A & 4B - Anticipated amount and type of major capital investment in connection with this project

The initial hard cost capital investment is expected to occur in the first 12 to 16 months, with the majority of the capital expenditure, approximately \$37,000,000, as new construction and rehabilitation construction, excluding contingency. Public infrastructure improvement costs are approximately \$3,800,000. Public infrastructure will include new sidewalks, curbs and gutters, reconstruction of NW 25th Court, new water and sewer donor systems and new underground drainage and retention infrastructure. Medical equipment and device expenditures will occur after rehabilitation of the medical office building in the first year of operation – expected to be within months 16 to 24 after project commencement. Project commencement is anticipated to begin in 2023. Below excludes soft costs and includes medical equipment.

Hard Cost Capital Investment Schedule

New/Rehab Construction	30,093,213
Public Infrastructure	3,800,000
Medical Equipment & Devices	<u>2,750,000</u>
Capital Investment	
Before Contingency \$	36,643,213
Contingency	\$1,681,775
Construction Total \$	38,324,988

Item 5A & 5C - Business's capacity to finance the public infrastructure costs.

Due to lack of drainage, sidewalks, and the crumbling clay pipes installed in the City of Opa-locka in the 1970s, we estimate that the area requires approximately \$3,800,000 in public infrastructure. We shall allocate \$2,800,000 of GOB funding directly towards installing new piping, sidewalks, curb and gutter and reconstruction of the roadway along NW 25th Court. Funding from Miami-Dade County will be leveraged by private capital and tax credit equity financing via the senior housing complex.

Note: Developer, Integral Florida, will complete all infrastructure installation and complete all inspection and approvals required by agencies having jurisdiction to ensure that infrastructure is installed for both the medical office building and senior apartments. Integral Florida ("Integral") has extensive experience and capacity to manage and complete all infrastructure work for this project having developed and completed over 10,000 residential apartment units and infrastructure projects at airports and other commercial/industrial uses. Miami-Dade County WASD, DERM and the City of Opa-locka have already permitted and approved all infrastructure improvements to serve both the medical office building and senior housing facility.

Item 4H - Documentation demonstrating financial capacity and financial commitments using other non-County sources to complete the project.

See attached LOIs.

Item 6A – Special Economic Impacts and Benefits

In addition to the financial impact on the community and the high-impact job creation, Wellspring shall offer a first-of-its-kind economic development incentive. All employees of the Opa-locka Community Wellness Complex who maintain a permanent residence within the city limits of the City of Opa-locka or otherwise reside within two miles of the complex shall receive an annual bonus of 5 percent of the employee's annual salary. The result is that nearly \$70,000 in bonuses will be given to employees who are residents of the city.

This initiative shall further spur economic development in the City of Opa-locka and the community surrounding the NW 27th Avenue corridor. Nearly two decades, the County looked to improve the health and neighborhood of the City of Opa-locka by the placement of a hospital for women on NW 27th Avenue. That promise had languished in the last decade as the site of the old hospital had been left abandoned. Wellspring shall reopen this location with wraparound full-service healthcare services for the entire community, affordable housing for seniors, and the opportunity to spur the transformation of a community long forgotten.

**GENERAL OBLIGATION BOND (GOB)
BUILDING BETTER COMMUNITIES
AMENDED AND RESTATED MIAMI-DADE COUNTY
GRANT AGREEMENT**

Economic Development in Targeted Urban Areas
Wellspring Community Complex of Opa-Locka
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"), Wellspring, LLC, a Colorado limited liability company authorized to transact business in Florida as Wellspring LLC (the "Developer"), and Wellspring Community Resources, Inc. a Florida not-for-profit corporation ("Grantee") is entered into this ___ day of _____, 2023 ("Effective Date").

WITNESSETH:

WHEREAS, the Board of Directors of Grantee through a corporate resolution have authorized its representatives to enter into this Agreement; and

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 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 \$2,800,000.00 ("Grant") to the Grantee from Project 320 for certain public infrastructure improvements described in Section 4 of this Agreement ("Original GOB Project") in connection with a full service health and wellness center, a food bank, a senior center, a childcare center and 92 units of affordable housing located at 14701 NW 27th Avenue Opa-Locka, FL 33056 ("Original Development") because the Original Development was to attract one or more new businesses or cause the expansion of existing businesses to the County which was to result in the creation of 38 New Jobs (as defined in this Agreement) and

WHEREAS, the Board, via Resolution No. R-822-20 on October 26, 2020 approved a BBC GOB Grant Agreement ("Original Grant Agreement") for the Original Development and the Original GOB Project but, since that date, the Grantee and the County have, pursuant to Resolution No R-705-23 approved by the Board on July 18, 2023, amended the Grantee's lease of County land and to revise the scope of the Original Development and the Original GOB Project and desire to amend and restate the obligations of the Grantee and the County under the Original Grant Agreement as set forth herein; and

WHEREAS, the Board, via Resolution No R-705-23, reduced the size of Grantee's leased parcel for development of a medical office complex to include a full service health and wellness center, a food bank, a senior center, and a childcare center ("the Development"), and approved a new lease agreement for the balance of the land with Developer for the development of a minimum of 99 units of elderly affordable housing (the Housing Project"); and

WHEREAS, the Grantee and the County are desirous of amending and restating the Original Grant Agreement to add the Developer as an additional party) who will be responsible for undertaking all of the public infrastructure capital improvements, which will consist of new piping for public water and sewer infrastructure, sidewalks, and semi-permanent road resurfacing ("GOB Project") in accordance with the terms and conditions set forth herein. The GOB Project is expected to provide a direct benefit to the Grantee's Development because the Development will attract one or more new businesses or cause the expansion of existing businesses to the County and will result in the Grantee's creation of 12 New Jobs (as defined in this Agreement); and

WHEREAS, Grantee intends to lend the Grant either directly to the Developer or to an intermediary lender and intermediary lender intends to lend the Grant to Developer for the purpose of Developer undertaking the GOB Project's completion; and This provision covers the deletion in above recital—not needed now.

WHEREAS, the County, Developer and the Grantee wish to enter into this Grant Agreement to set forth the terms pursuant to which the County will disburse the Grant and pursuant to which Grantee shall be responsible for the creation of the 12 New Jobs (as defined below),

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, Developer and the Grantee agree as follows:

Section 1. Parties; Effective Date; and Term. The parties to this Agreement are the Grantee, Developer and the County. The parties agree that the Original Grant Agreement is amended and superseded by this Grant Agreement and as of the Effective

Date of this Grant Agreement, the Original Grant Agreement shall be deemed of no further force or effect. 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, Developer 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).

Section 2. Job Creation.

The Grantee has agreed to create or cause to be created 12 New Jobs with annual average salaries that are the greater of (i) the County's then-applicable Living Wage per section 2-8.9 of the Code; and (ii) \$49,092.00 ("Job Salary Amount") as part of the Grantee's obligation to develop the Development. The Grantee agrees to maintain or caused to be maintained the 12 New Jobs averaging the Job Salary Amount for four (4) years from the Job Certification Date (as such term is defined below) in accordance with the deadlines and timeframes set forth herein ("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 the Job Certification Date 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 1,872 hour per position per year (which in sum total is not less than 22,464 hours per year for all of the positions) from: (i) new businesses located in the area of the Development, (ii) existing businesses relocating to Miami-Dade County to the area of the Development as a result of the Development, and/or (iii) business expansions in the area of the Development 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 jobs shall be net of any permanent jobs eliminated as a result of the Development.

On or before the date that is two years (2) from the date of the Certificate of Occupancy ("CO") for the Grantee's Development, the Grantee shall provide the County with written evidence acceptable to the County Mayor that all of the 12 New Jobs averaging the Job Salary Amount have been created and maintained for three hundred and sixty-five (365) consecutive days after CO ("Job Certification Date"). On the Job Certification Date and each of the following four Anniversary Dates, the Grantee shall certify that the New Jobs averaging the Job Salary Amount are in place and have been in place for the immediately preceding three hundred and sixty-five (365) consecutive days (the "Job Maintenance Period").

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. Within 90 days of the Job Certification Dates for the Hiring Condition and, on a quarterly basis during the Job Maintenance Period, the Grantee shall provide the County with copies of the State of Florida RT-6 reports along with the payroll reports for each quarter. These reports will provide part of the basis of oversight of the Hiring Condition. 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 and Third-Party Employers' 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, 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. County acknowledges that it is not the Developer's obligation to satisfy the terms of this Section 2 pertaining to Job Creation and that the failure of the Grantee to create such jobs shall not impact the Developer's receipt of the Grant funds and any obligation to repay all or any portion of such funds due to the failure to satisfy such requirements shall be an obligation of the Grantee and not the Developer.

Calculations. In calculating the annual average salaries of the New Jobs in order to determine if the Job Requirement has been satisfied for the 12 New Jobs at the Job Salary Amount 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. This averaging of salaries among the 12 New Jobs to determine whether the Job Requirement for such 12 New Jobs has been met shall be known as the "Average Jobs Number." The "Average Jobs Number" shall be determined by: (i) multiplying the number of New Jobs created at a particular salary by the salary for such jobs; (ii) adding all of the products obtained from the multiplication of salary multiplied by number of jobs

at such salary; and (iii) dividing said total 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 8 jobs with a salary of \$56,200 ($8 \times \$56,200 = \$449,600$) and 4 jobs with a salary of \$40,000 ($4 \times \$40,000 = \$160,000$) and the Job Salary Amount as of that date is \$49,092.00, then the Average Jobs Number for the Job Requirement is 12 [$(\$449,600.00 + \$160,000.00 = \$609,600 / \$49,092.00 = 12.42)$]. In this example, the Job Requirement has been satisfied because the Average Jobs Number is exactly 12, so it is equal to the Job Requirement of 12 and therefore there is no "Job Shortage Number" (as such term is defined below). The Average Jobs Number 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 Grantee shall be liable to the County for liquidated damages as provided in Section 16 below. "Job Shortage Number" means, for the Job Certification Dates and each Anniversary Date thereafter, the difference between the required New Jobs at the Job Salary Amount for the Hiring Condition and the Average Jobs Number.

The Grantee and Developer agree 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 and the GOB Project 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 Certified Jobs shall be 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 Developer and attached as Exhibit B to this Agreement. Kareem—please note.

Section 3. Conditions of the Grant. Failure of the Grantee or Developer (provided that Developer shall only be responsible for the items set forth in (a) and (c) below) to satisfy the conditions set forth herein, as applicable, may, following notice and an opportunity to cure as set forth in Section 16, result in the County exercising its rights to terminate this Agreement, cease further payments of the Grant, or seek to recover prior payments of the Grant from the Developer or the Grantee. The following conditions of the Grant shall be satisfied by Developer or Grantee, as applicable, in order to receive and continue to receive payments of the Grant and it shall be a default of this Agreement if any one or more of the following conditions are not met:

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

(c) Construction of the GOB Project by the Developer, is completed by August 31, 2025, pursuant to the Construction Schedule or such later date reasonably approved by the County Mayor after written request from the Developer; and

(d) Construction of the Development by the Grantee is completed by December 31, 2025; pursuant to the Construction Schedule or any other date approved by the County Mayor after written request from the Grantee; and

(e) On or before the date that is two years (2) from the date of the Certificate of Occupancy ("CO") for the Grantee's Development, 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"); and

If any one or more of (a)-(f) above are not timely met by the responsible party identified above, the County shall send written notice to the Grantee or the Developer, as applicable, of the default within fifteen (15) days following the date on which any one of the conditions are not met. Failure by the County to send notice timely shall not affect the County's rights to claim a default of this Agreement. The failure of the Grantee to meet any of the requirements set forth above (other than (a) and (c) shall not impact the funding of the Grant to the Developer but rather the County shall have remedial rights against the Grantee as set forth herein.

Section 4. Development. The Grantee shall construct the Development to consist of a medical office complex to include a full service health and wellness center, a food bank, a senior center, and a childcare center.

The Developer shall construct the GOB Project which will consist of new piping for public water and sewer infrastructure, sidewalks, and semi-permanent road resurfacing . 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, is attached as Exhibit D and the budget for the GOB Project is attached as Exhibit D-1. If the Developer wishes to revise the GOB Project or amend the GOB budget for the purpose of completing the GOB Project and such revisions do not materially alter the original GOB Project or reduce the cost of the GOB Project in the budget by fifteen percent (15%) or less, the Developer shall request in writing that the County Mayor review and approve such revisions. The County Mayor shall have thirty (30) days from the date the request was received to make a final determination. If the Developer disagrees with the County Mayor's decision to reject the revision, the County Mayor shall present the revision to the Board if requested by the Developer. Any material change in the GOB Project or change to the costs in the budget of more than fifteen percent (15%) shall require Board approval and shall result in a corresponding reduction in the amount of the Grant.

Section 5. Payment of Grant. The County has no obligation to pay the Grant to the Grantee to be used by the Developer for the GOB Project except in accordance with the terms and conditions set forth in this Agreement and in particular, this Section 5. Fully subject to and contingent upon the County's approval and issuance of the Grant, the approval by the Board of County Commissioners to fund this Project from the Grant, and the availability of the Grant ("Conditions Precedent to Funding Responsibility"), the County shall reimburse the Developer, through the Grantee, for eligible capital costs incurred in connection with the GOB Project solely from legally available GOB bond and/or note proceeds. The County agrees to make the reimbursements to the Grantee not more than forty-five (45) days after receipt by the County of a completed reimbursement package that is prepared in accordance with the requirements of this Agreement and the GOB Administrative Rules, including but not limited to, completion reports from the Grantee or the Developer, with certification from the Grantee and proof of work completed and amounts paid, for costs incurred in connection with completion of the GOB Project. Grantee understands and agrees that reimbursements to the Grantee will be made in accordance with federal laws. Notwithstanding the foregoing, the County shall have no obligation whatsoever to make any reimbursements to the Grantee prior to the satisfaction of all of the Conditions Precedent to Funding Responsibility and provided the Grantee is not in breach of this Agreement, the conditions set forth in Section 3 (subject to certain breaches of this Agreement which shall not result in a cessation of funding hereunder but rather shall be a breach by Grantee with the County having the remedial rights set forth herein). Any and all reimbursement obligations of the County pursuant to this Agreement are limited to and contingent upon, the availability of Funds allocated to the Project. The Grantee accepts and agrees that all expenditures made by the Grantee prior to the satisfaction of all of the Conditions Precedent to Funding Responsibility are made at the Grantee's sole risk and may not be eligible for reimbursement. Eligible capital costs shall not include any costs incurred by the Grantee prior to August 7, 2022. The County shall not reimburse the Grantee for any Soft Costs that exceed twenty percent (20%) if LEED certified of the Grant. Soft Costs are defined in the Administrative Rules of the County pertaining to the BBC GOB Program ("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. This Agreement does not in any manner create a lien in favor of the Grantee on any revenues of the County including the Funds. The Grant shall be provided in accordance with the Administrative Rules which are attached as Attachment 1 and incorporated in this Agreement by this reference. In the event that the the Grant is not expended on schedule, additional allocations may be delayed for one (1) calendar year or more depending on the bond schedule, in accordance with the Administrative Rules and this Agreement.

The County's reimbursement obligation is subject to and contingent upon the availability of funding solely from BBC GOB Program funds. **After receipt of invoices from the Grantee for eligible capital costs incurred in connection with the GOB Project, payment(s) of the Grant will be made to the Grantee pursuant to the reimbursement provisions in the Administrative Rules and its Exhibits. Miami-Dade County shall only be obligated to reimburse the Grantee provided the Grantee**

Is not in breach of this Agreement and the Grantee has demonstrated that it has adequate funds to complete the Development and the GOB Project. The County shall administer, in accordance with the appropriate regulations, the funds available from the BBC GOB Program as authorized by Board Resolutions. Any and all reimbursement obligations of the County shall be fully subject to and contingent upon the availability of funding solely from the BBC GOB Program funds. The Developer shall be solely responsible for submitting all documentation, as required by this Agreement and by the Administrative Rules, to the County Mayor.

With each request for reimbursement, the Developer shall also provide a written statement that (a) the Developer is not in default pursuant to the provisions of this Agreement; (b) the Developer has not been materially altered without the County's approval; (c) the reimbursement is in compliance with the IRC reimbursement Rules defined below in Section 5.

Funding shall be disbursed on a reimbursement basis in accordance with the County's Administrative Rules and incorporated in this Agreement by this reference. Developer understands and agrees that reimbursements to the Developer shall be made in accordance with federal laws governing the BBC GOB Program, specifically the Internal Revenue Code of 1986 and the regulations promulgated under it. Any reimbursement request by the Developer or eligible GOB Project expenses shall be made no later than eighteen (18) months after the latter of (a) the date the original expenditure is paid, or (b) the date the Development and GOB Project is placed in service or abandoned, but in no event more than three (3) years after the original expenditure is paid by the Developer (the "IRC Reimbursement Rules").

It is anticipated that the GOB Project shall be placed in service within 24 months of receipt by the Developer of any funds pursuant to this Agreement, which is the expected completion date of the Development (defined in Section 3 above). For purposes of this Agreement, "placed in service" shall mean the date on which the GOB Project is certified as completed by the City Opa-Locka. Funding, in no way, shall relieve Grantee of obligations as set forth in Section 3.

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. An administrative fee no more than one percent (1%) of the awarded Grant shall be deducted as defined in the Administrative Rules.

Section 6. Funding Plan. The total cost of the GOB Project is approximately \$4,000,000.00. Of that amount, the Grantee is responsible for approximately \$1,200,000.00 (30%) from its own funds and the County will fund \$2,800,000.00 (70%) from the Funding Allocation. The Funding Allocation shall only reimburse the Grantee for expenses set forth in Exhibit D which include eligible soft costs up to 17% of the Funding Allocation and eligible capital costs of the Project. No portion of the Funding Allocation

shall be used to reimburse the Grantee for working capital expenses i.e. security, traffic control. The Grantee shall demonstrate that its share of the Project costs (approximately \$1,200,000.00) is available before the County makes its initial disbursement to the Grantee from the Funding Allocation. Each invoice from the Grantee submitted to the County for reimbursement shall demonstrate the actual expenditure of funds (i.e. cancelled checks or other forms of payment to the contractor performing construction work) prior to the release of concurrent grant funds.

Section 7. Reports. The Grantee and Developer shall each 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 and Developer is each 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 Developer.

If the Grantee or Developer fail 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 or Developer within forty-five (45) days of receipt. Grantee and Developer shall each 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 Developer's operations related to the GOB Project and the Grantee's related to the Development, which may include visits by County representatives to observe the GOB Project or Grantee's operations; 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, 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 or Developer are not in compliance with the terms of this Agreement or the Administrative Rules or for other reasons which significantly impact the Grantee's or Developer's ability to fulfill the conditions of this Grant award, the County Mayor shall provide to the Grantee or Developer, as applicable, within thirty (30) days of the date of said monitoring/evaluation, written notice of the County Mayor's concerns. If Grantee or Developer refuse or are 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 or Developer can demonstrate that such issues have been corrected. If the Grantee or Developer refuse or are unable to address the areas of concern, the County Mayor shall seek reimbursement of the Grant funds from the Grantee or the Developer, as applicable. The County Mayor may also institute a moratorium on applications from the Grantee or Developer 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 Developer 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 Developer for at least three (3) years after the later of: the payment of the Grant by the County to the Developer; the completion of a County requested or mandated audit or compliance review; or the conclusion of a legal action involving the Grant, the Developer and/or GOB Project or activities related to the Grant.

The County Mayor may examine all of the books, records and documents pertaining to the Grant at the Developer's offices or other Developer approved site under the direct control and supervision of the Developer 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 Developer, 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 Developer 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 Developer (and any affected contractor and materialman) from OIG, the Developer (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 of its Code of Business Ethics, pursuant Miami-Dade County Code Section 2-8.1.

The provisions in this section shall apply to the Grantee, Developer and each of their contractors and their respective officers, agents and employees. The Grantee and Developer 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 or from the Developer, 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 made to the Grantee and loaned to the Developer. Further, by acceptance of the Grant funds, the Grantee and Developer agree that the Developer 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 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 and Developer 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 and Developer.

By acceptance and execution of this Agreement, the identified party below represents and covenants that:

- (a) The Grantee is a not-for-profit in good standing under the laws of the State.
- (b) The Developer is a limited liability company in good standing under the laws of Colorado and authorized to transact business in Florida.
- (c) This Agreement has been duly authorized by the governing body of each of the Grantee and Developer, and each has granted its President, manager or designee, the required power and authority to execute and deliver this Agreement.
- (d) The Grantee covenants that the Development and the GOB Project will result in New Jobs and businesses and Developer covenants that the GOB Project serves a public purpose.
- (e) The Grantee or Developer own or have legal control over the land on which the GOB Project will be built or ownership is vested in Miami-Dade County.
- (f) The Developer shall (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.
- (g) The Grantee and Developer agree to accept and comply with the Administrative Rules with respect to the Grant and the GOB Project. The Grantee and the Developer shall be solely responsible, as set forth in this Agreement, 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.
- (h) The Grantee agrees to certify to the County the date on which construction is commenced on the Development 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 construction commencement date and the date of the CO, respectively.
- (i) The Developer agrees to certify to the County the date on which construction is commenced on the GOB Project and the date on which the GOB Project receives a CO. Such certification shall be provided to the County no later than thirty (30) days from the construction commencement date and the date of the CO, respectively.

(j) Developer 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.

(k) The Grantee agrees that is solely responsible for any cost overruns on the Development, and that the County is not responsible for the funding of the Development.

(l) Developer agrees that is solely responsible for any cost overruns on the GOB Project and that the County is not responsible for the funding of 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.

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.

Section 13. Relationship of the Parties; Liability; and Indemnification. It is expressly understood and intended that neither the Grantee nor Developer, 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 and Developer and each of their officers, agents and employees are independent contractors and solely responsible for the Development, and the GOB Project.

The Grantee agrees to be responsible for all work performed and all expenses incurred in connection with the Development and the Developer agrees to be responsible for all work performed and all expenses incurred in connection with the GOB Project. The Grantee may subcontract as necessary to complete the Development and the Developer may subcontract as necessary to complete the GOB Project, including entering into subcontracts with vendors for services and commodities, provided that the Grantee and Developer 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 and/or Developer, as applicable, shall be solely liable to the subcontractor for all expenses and liabilities incurred under the subcontract.

The Grantee and Developer shall each 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 or the GOB Project, and the performance of this Agreement by the Grantee or Developer and their employees, agents, servants, partners, principals, subconsultants or subcontractors. Grantee and Developer 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 and Developer expressly understand and agree 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 and the Developer are 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 or Developer, as applicable, of its full value to the County. However, County acknowledges that the Developer may delegate certain of its responsibilities to construct and complete the GOB Project.

Section 15. Compliance with Laws. With regard to the GOB Project, it shall be a contractual obligation of the Developer under this Agreement and the Developer 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 Developer 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 Developer 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 Developer and its contractors pertaining to the GOB 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 Developer 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:

(1) Grant funds are used by the Developer 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 create and maintain the 12 New Jobs averaging the Job Salary Amount for the 365 consecutive days immediately preceding the Job Certification Date and/or Grantee fails to maintain the Job Requirement during and by any of the first four (4) Anniversary Dates as required by this Agreement such that more than ten percent (10%) of the 12 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 with which Grantee is bound to comply other than as referred to in Section 16(a)(2) 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.

The Developer breaches any of the other covenants or provisions in this Agreement with which Developer is bound to comply other than as referred to in Section 16(a)(1) and the Developer fails to cure its default within forty-five (45) days after written notice of the default is given to the Developer 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 Developer immediately commences and continues to diligently seek a cure. The County agrees to accept any remedy of a default hereunder that may be made by a lender or an investor related to the GOB Project.

(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 or the Developer, as applicable; 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 Developer 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 Developer shall be by certified check made payable to the Miami-Dade County Board of County Commissioners.

(2) PNC Bank or its affiliate, as limited partner of the Developer and as lender to the Developer, shall have the opportunity to cure any default of the Grantee within the time frame allotted to the Grantee or Developer under the Agreement.

(3) Upon the occurrence of a default as provided in Section 16(a)(2), the Grantee shall be liable to the County following the Certification Date and each of the Anniversary Dates that Grantee fails to satisfy the Certified Jobs requirements an amount equal to the product of: (i) the Job Shortage Number; and (ii) \$46,666.00.

(4) Any 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).

(5) 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.

(6) 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.

(7) 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, any party shall have the right to terminate this Agreement, by giving written notice of termination to the other parties, in the event that the other party is in material breach of this Agreement following applicable notice and cure provisions.

(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.

(e) Other Grants. In the event the Developer is required to repay the Grant to the County pursuant to Section 16(c)(1), the Developer is not eligible to apply to the County for another grant for a period of one (1) year, commencing on the date the Developer 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:
County Mayor
Miami-Dade County
111 NW 1 Street, Suite 2910
Miami, Florida 33128

Grantee:
Wellspring Community Resources
Attn: Stephanie Small Diaz
16400 NW 2nd Ave., Suite 102
Opa-Locka, FL 33169

With a copy to:
Director, Office of Management and Budget
111 NW 1 Street, Suite 2210
Miami, Florida 33128

Developer:
Wellspring LLC
690 Lincoln Road, Suite 203
Miami Beach, FL 33139

With a copy to:
The County Attorney,
c/o PNC Real Estate
111 NW 1 Street, Suite 2800
1300
Miami, Florida 33128

With a copy to:
PNC Middle Tier 6, LLC

121 S.W. Morrison Street, Suite

Portland, Oregon 97204
Attention: Asset Management

With a copy to: Kutak Rock LLP
1650 Farnam Street
Omaha, Nebraska 68102
Attention: Beth M. Ascher, Esq.
Email:
beth.ascher@kutakrock.com

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, Developer 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, Developer 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 Developer 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 Developer 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 Developer 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 Developer 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 Developer 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:
JUAN FERNANDEZ-BARQUIN, CLERK

MIAMI-DADE COUNTY, FLORIDA

By: _____
Deputy Clerk

By: _____
Name:
Title:

Approved by County Attorney as
to form and legal sufficiency.

By: _____

GRANTEE: Wellspring Community Resources

DEVELOPER: Wellspring, LLC

Name: Stephanie Small Diaz
Title: President

Kareem T. Brantley
Title: Vice President

By: _____

By: _____

Signed in the presence of:

Witness: _____ Witness: _____

Print Name: _____ Print Name: _____

STATE OF _____
COUNTY OF _____

I HEREBY CERTIFY, that on this _____ day _____ of, 20____, before me, _____ 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 _____ of _____, an existing Corporation under the laws of the State of _____, and 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 ____ day of _____, 20____.

Notary Public

Print Name

NOTARY SEAL / STAMP

Notary Public, State of _____

My Commission expires: _____

Exhibit A

[Reserved.]

Exhibit B
Hiring Plan

Exhibit B – Hiring Plan

According to the U.S. Census Bureau, the average annual per capita income in the City of Opa-locka was \$16,320 and the median household income was \$27,734 as of 2021. Accordingly, residents of Opa-locka are members of families with incomes less than 80% of the County's median household income and are living in Census Block Groups where 50% of residents live in households with income less than 80% of the median.

The medical office building will seek to create several jobs sourced from members of the immediate Opa-locka community. Wellspring Community Resources has identified the roles and positions required for the medical office, such as physicians, nurses, receptionists, administrative staff, medical assistants, etc. To staff the medical office building the following hiring plan will guide and will include candidate sourcing for employment opportunities as a result of marketing and media placement via online sources such as Indeed (www.indeed.com), The Miami Herald Jobs (jobs.miamiherald.com); local placement services such as CareerSource South Florida, OIC of South Florida; and traditional hiring sources such as employment agencies. As positions are available, outreach efforts will continue using confirmed methods of job sourcing and will follow the below approach to support candidate hiring.

- A budget for salaries has been determined for hiring and salaries. The medical office building will consider factors like market rates, experience, and location as the medical office is staffed.
- Decide on the recruitment methods, such as job boards, professional associations, social media, or referrals. We will consider using a mix of sources to attract the widest pool of candidates.
- Develop a screening process to evaluate resumes and applications. This might involve an initial phone interview or skills assessment.
- Plan a comprehensive interview process that includes multiple rounds to assess skills, cultural fit, and compatibility with the team.
- Perform reference checks to validate candidates' qualifications, work history, and professionalism.
- Prepare offer letters that outline the terms of employment, including compensation, benefits, and any other relevant details.
- Create an onboarding plan for new hires, including training, orientation, and integration into the team.
- Ensure compliance with labor laws, healthcare regulations, and any other legal requirements.
- Prioritize diversity and inclusion in our hiring process to create a well-rounded and representative team.
- Develop strategies to retain employees, such as offering professional development, a positive work environment, and competitive benefits.
- Define key performance indicators (KPIs) to measure the success of our hiring plan, such as time-to-fill, employee satisfaction, and productivity.
- Regularly review and update our hiring plan based on feedback and changing organizational needs.

Exhibit C

Construction Schedule

Exhibit C - Schedule

Task	Month	Month Ending																								
		1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25
Financing																										
MOB Design & Approval																										
MOB Permitting																										
MOB Construction																										
GOB Project																										

Exhibit D

Project Costs

[Shall include a breakdown of the Costs of the Development Project and the financing sources]

Exhibit D – Development Budget

DEVELOPMENT BUDGET			
<u>Acquisition</u>			
Land			-
Other			-
Acquisition Total:			-
<u>Architect/Engineering</u> (Incl. In Construction)			
Architect - Design / Supervision			-
Engineering			-
Architect - Reimbursables/Reproduction			-
Architect/Engineering Total:			-
<u>Construction</u>			
MOB Construction			10,000,000
Subtotal:			10,000,000
General Requirements			600,000
Overhead			200,000
Profit			600,000
Subtotal:			1,400,000
Total GC Contract:			11,400,000
Medical Equipment a & Devices			2,750,000
GOB Infrastructure Project			2,800,000
Construction Total:			16,950,000

Exhibit D-1

GOB Project Costs

[Shall include a breakdown of the the GOB Project costs and the financing sources]

Exhibit D-1 – GOB Project Budget

GOB Project Budget		
<u>Architect/Engineering</u>		
Engineering		100,000
Architect/Engineering Total:		100,000
<u>Construction</u>		
Erosion Control/Demolition/Earthwork		296,191
Drainage		782,745
Water		261,005
Sewer		65,695
Paving/Striping		259,826
Asbuilt/Survey/Layout		259,826
Testing		28,000
Flatwork/Asphalt/Curb & Gutter		743,177
Utility Connection Fee		120,000
Site Utility Connections (RPZ/DDCV)		25,050
Subtotal:		2,841,515
General Requirements		170,491
Overhead		56,830
Profit		170,491
Subtotal:		397,812
Total GC Contract:		3,239,327
Contingency		323,933
Construction Total:		3,663,260
Project Total:		3,763,260

EXHIBIT E
[To Be Placed On Company Letterhead]

Job Certificate

Company Name: _____

Mailing Address: _____

Primary Contact Name: _____

Primary Contact Title: _____

Phone: _____ Email: _____

Date Job Maintenance Period Began: _____

Date Job Maintenance Period Ends: _____

Reporting Period of this Certificate: _____

This Certificate must be completed to document both the number of New Jobs located at the area upon which the Development is to be constructed, included but not limited to the GOB Project, during the Reporting Period as required in the Building Better Communities Miami-Dade County 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 30 New Jobs must be maintained during this Reporting Period. The Reporting Period will be satisfied once at least _____ hours (the "Hours Target") are worked during this Reporting Period.

Total hours worked during this
Reporting Period

Total hours worked during this
Reporting Period

(Lesser of (1)_____, or (2) _____
_____total hours worked during this
Reporting Period)

Average hourly wages paid without
qualifying health benefits

\$ _____

Average hourly wages paid with
qualifying health benefits

\$ _____