

## **MEMORANDUM**

Agenda Item No. 14(A)(1)

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

**DATE:** February 6, 2024

**FROM:** Geri Bonzon-Keenan  
County Attorney

**SUBJECT:** Resolution directing the County Mayor to allocate and disburse a grant in an amount not to exceed \$2,000,000.00 to Block 55 Residential, LP, a Florida limited partnership and an affiliate of Block 55 Owner, LLC, a Florida limited liability company, from the funds received by Miami-Dade County pursuant to Resolution No. R-860-13 for projects located within the Overtown area, for the purpose of providing additional funding for the Sawyer's Walk project; and authorizing the County Mayor to negotiate and execute a grant agreement with such entity, and to exercise all provisions, including cancellation, termination and amendment provisions contained therein

Resolution No. R-125-24

The accompanying resolution was prepared and placed on the agenda at the request of Prime Sponsor Commissioner Keon Hardemon.

  
\_\_\_\_\_  
Geri Bonzon-Keenan  
County Attorney

GBK/gh

MDC001



## MEMORANDUM

(Revised)

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

**DATE:** February 6, 2024

**FROM:**   
Gen Bonzon-Keenan  
County Attorney

**SUBJECT:** Agenda Item No. 14(A)(1)

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. 14(A)(1)  
2-6-24

RESOLUTION NO. R-125-24

RESOLUTION DIRECTING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO ALLOCATE AND DISBURSE A GRANT IN AN AMOUNT NOT TO EXCEED \$2,000,000.00 TO BLOCK 55 RESIDENTIAL, LP, A FLORIDA LIMITED PARTNERSHIP AND AN AFFILIATE OF BLOCK 55 OWNER, LLC, A FLORIDA LIMITED LIABILITY COMPANY, FROM THE FUNDS RECEIVED BY MIAMI-DADE COUNTY PURSUANT TO RESOLUTION NO. R-860-13 FOR PROJECTS LOCATED WITHIN THE OVERTOWN AREA, FOR THE PURPOSE OF PROVIDING ADDITIONAL FUNDING FOR THE SAWYER'S WALK PROJECT; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR'S DESIGNEE TO NEGOTIATE AND EXECUTE A GRANT AGREEMENT WITH SUCH ENTITY, AND TO EXERCISE ALL PROVISIONS, INCLUDING CANCELLATION, TERMINATION AND AMENDMENT PROVISIONS CONTAINED THEREIN

**WHEREAS**, Sawyer's Walk is a 1,400,000 square foot mixed-use property, which is located at 249 NW 6<sup>th</sup> Street, Miami, Florida; and

**WHEREAS**, Sawyer's Walk will consist of over 280,000 square feet of retail and office space, approximately 1,000 parking spaces, and 578 affordable rental units to be occupied by elderly persons and low- to moderate-income persons and families, including the residents of Harry Cain Towers, a public housing development that is owned by the County, but that was closed due to health and safety issues; and

**WHEREAS**, Target will anchor the ground floor with a full-service Starbucks and CVS Pharmacy within its space; and

**WHEREAS**, additional co-tenants will include ALDI Grocery, Ross Dress for Less, Burlington Department Store, and multiple apparel concepts, hard goods, and restaurants; and

**WHEREAS**, Mediterranean Shipping Company (MSC), the world's largest shipping company and the third largest cruise line company, has also indicated its intent to occupy approximately 120,000 square feet of office space within the Sawyer's Walk project; and

**WHEREAS**, Sawyer's Walk is owned by Block 55 Owner, LLC, a limited liability company created by Alben Duffie, Stephen Garchik, and Michael Swerdlow; and

**WHEREAS**, Sawyer's Walk is of great importance to the Overtown and Downtown areas because of its potential to bring significant economic growth to these areas; and

**WHEREAS**, because of the importance of this project, the Housing Finance Authority of Miami-Dade (HFA) and this Board adopted Resolution Nos. HFA 2020-34 and R-349-21, which approved the issuance of multifamily housing revenue debt obligations by the HFA in one or more series, in an amount not to exceed \$185,000,000.00, the proceeds of which will be in the form of a loan to Block 55 Residential, LP, an affiliate of Block 55 Owner, LLC, to finance Sawyer's Landing, a multifamily housing project being constructed at Sawyer's Walk; and

**WHEREAS**, additionally, in accordance with Ordinance No. 22-112, the County will provide a Development Inflation Adjustment Funds (DIAF) grant in the amount of \$1,000,000.00 to Block 55 Residential, LP for the purpose of covering certain construction costs related to the Sawyer's Walk project; and

**WHEREAS**, Block 55 Owner, LLC has represented to the County in a letter to the Commissioner of District 3, a copy of which is attached hereto as Exhibit "A" and incorporated herein, that they require \$2,000,000.00 to cover cost overruns that have been incurred to complete the 578 units of senior affordable housing at Sawyer's Walk; and

**WHEREAS**, Block 55 Owner, LLC has further represented to the County that the cost overruns tie directly to the coronavirus 2019 pandemic and the supply chain bottleneck that ensued, which eventually created price increases for materials, extra costs for labor, and other acceleration costs in the amount of approximately \$16,000,000.00; and

**WHEREAS**, Block 55 Owner, LLC has further represented to the County that much of the overrun costs have been covered by additional equity investments from the principals and DIAF funds from the County; and

**WHEREAS**, Block 55 Owner, LLC has further represented to the County that they are still considerably short on sources of funds to cover these unexpected overruns; and

**WHEREAS**, pursuant to Resolution No. R-860-13, the County holds funds in a trust fund (“Overtown trust fund”) for the purpose of funding projects that support redevelopment efforts in the Overtown area; and

**WHEREAS**, this Board wishes to allocate \$2,000,000.00 from the Overtown trust fund to Block 55 Owner, LLC’s affiliate, Block 55 Residential, LP, for the purpose of covering additional project costs related to the Sawyer’s Walk project,

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

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

**Section 2.** This Board directs the County Mayor or County Mayor’s designee to allocate a grant in an amount not to exceed \$2,000,000.00 from the Overtown trust fund to Block 55 Owner, LLC’s affiliate, Block 55 Residential, LP, for the purpose of providing additional funding for the Sawyer’s Walk project. Such grant shall be disbursed to Block 55 Residential, LP

as a lump sum payment and shall be subject to the terms and conditions set forth in the grant agreement executed by the County Mayor or County Mayor's designee in accordance with section 3 of this resolution.

**Section 3.** This Board authorizes the County Mayor or County Mayor's designee to execute a grant agreement between the County and Block 55 Residential, LP, in generally the form attached hereto as Exhibit "B" and incorporated herein, subject to the approval of the County Attorney's Office, and to exercise all provisions, including cancellation, termination and amendment provisions contained therein, so long as such amendment is consistent with this resolution, and take all actions that may be necessary to effectuate the purpose of this resolution.

The Prime Sponsor of the foregoing resolution is Commissioner Keon Hardemon. It was offered by Commissioner **Raquel A. Regalado** , who moved its adoption. The motion was seconded by Commissioner **Keon Hardemon** and upon being put to a vote, the vote was as follows:

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

The Chairperson thereupon declared this resolution duly passed and adopted this 6<sup>th</sup> day of February, 2024. 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.

A handwritten signature in black ink, appearing to be "TAS", written over a horizontal line.

Terrence A. Smith



December 1, 2023

Commissioner Keon Hardemon  
111 NW 1<sup>st</sup> Street, Suite 220  
Miami, FL 33128

RE: \$2 MILLION DOLLAR GRANT FOR SAWYERS WALK

Dear Commissioner Hardemon:

This letter requests a \$2 million dollar grant to cover cost overruns that have been incurred to complete the 578 units of senior affordable housing at Sawyers Walk in Overtown, Miami Florida. As you know this project is being half occupied by former residents of Harry Cain Towers and other county residents upon completion. The cost overruns tie directly to the Covid crisis and the supply chain bottleneck that ensued. This created price increases for materials, extra costs for labor, and other acceleration costs in the amount of approximately \$16,000,000. Much of the overrun costs have been covered by additional equity investments from the principals and a \$1 million grant from DIAF. But we are still considerably short on sources of funds to cover these unexpected overruns. In addition, we have sold bonds for the project financing, and we are subject to a multitude of restrictions for arranging additional debt for the project.

The grant request is subject to a grant agreement negotiated with the County Attorney's office and our entity. Many of these provisions provide for compliance with a host of county requirements. This agreement is being finalized.

Given that the project needs this grant in short order, we request that the County get a waiver of needing a committee meeting to discuss the grant request and humbly ask that you go straight to the commissioners meeting in December so these funds can be awarded to cover project costs that are owed.

Sincerely,

A handwritten signature in blue ink, appearing to read "Stephen J. Garchik".

Stephen J. Garchik

Cc: Michael Swerdlow

## EXHIBIT "B"

### GRANT AGREEMENT

This Grant Agreement made and entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2023, ("Effective Date") by and between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida, through its Office of Management and Budget (hereinafter referred to as "County"), having its principal offices at 111 N.W. 1<sup>st</sup> Street, Miami, Florida 33128, and **BLOCK 55 RESIDENTIAL, LP**, a Limited Partnership organized and existing under the laws of the State of Florida, having its principal office at 2901 Florida Ave., Suite. 806, Coconut Grove, Florida 33133 (hereinafter referred to as "Grantee").

**WHEREAS**, Grantee is the developer of the Sawyer's Landing project, which said project is a mixed-use development located at 249 NW 6<sup>th</sup> Street, Miami, Florida (the "Project"); and

**WHEREAS**, Grantee requires additional funding to complete the Project; and

**WHEREAS**, the County desires to fund the Project as set forth herein;

**WHEREAS**, in accordance with Resolution No R-\_\_\_\_\_ - \_\_\_\_\_, the Board of County Commissioners has authorized the disbursement of funds held in a certain reserve account held by the County for the purposes set forth herein; and

**WHEREAS**, nothing in this Agreement shall in any way be utilized to request documentation relating to or authorizing consideration of the Grantee's social, political, or ideological interests when determining if the Grantee is a responsible vendor [i.e., supplier, organization] or give preference to the Grantee based on its social, political, or ideological interests,

**NOW, THEREFORE**, in consideration of the mutual covenants and agreements herein contained, the parties hereto agree as follows:

#### **ARTICLE 1. DEFINITIONS**

The following words and expressions used in this Agreement shall be construed as follows, except when it is clear from the context that another meaning is intended:

- a) The words "Agreement," "Contract," or "Contract Documents" shall mean collectively these terms and conditions, the Scope of Work (Attachment A), and the Budget Documents (Attachment B) and all other attachments hereto, as well as all amendments or budget modifications issued hereto.
- b) The words "Contract Manager" shall mean the person designated by the County Mayor or such other duly authorized representative designated to manage the Contract.
- c) The word "Days" shall mean Calendar Days, unless otherwise specifically noted.
- d) The word "Deliverables" shall mean all documentation and any items of any nature submitted by the Grantee to the County's Contract Manager for review and approval

pursuant to the terms of this Agreement.

- e) The words "directed," "required," "permitted," "ordered," "designated," "selected," "prescribed," or words of like import to mean, respectively, the direction, requirement, permission, order, designation, selection, or prescription of the County's Contract Manager; and similarly the words "approved," "acceptable," "satisfactory," "necessary," or words of like import to mean, respectively, approved by, acceptable to, satisfactory to, equal or necessary, in the sole discretion of the County's Contract Manager.
- f) The words "Effective Term" shall mean the date on which this Agreement is effective, including start date and end date
- g) The words "Extra Work," "Change Order," or "Additional Work" shall mean resulting in additions, deletions, or modifications to the amount, type, or value of the Work and Services as required in this Agreement, as directed and/or approved by the County.
- h) The words "gap funds" shall mean the last remaining funds needed to ensure funding for the total project cost.
- i) "HIPAA" means Health Insurance Portability and Accountability Act of 1996.
- j) The words "Scope of Work" shall mean the document appended hereto as Attachment A, which details the work to be performed by the Grantee.
- k) The word "subcontractor" or "subconsultant," shall mean any person, entity, firm, or corporation, other than the employees of the Grantee or contractors working in a programmatic role for the Grantee, who furnishes labor toward, or who performs some aspect of, the Scope of Work or the administrative aspects described in this Agreement.
- l) The words "Work," "Services," "Program," or "Projects" shall mean all matters and things required to be done by the Grantee in accordance with the provisions of this Agreement.
- m) The word "review" shall mean inspection of original documentation and retention of copies of such documents associated with the administrative, fiscal, and programmatic functions of the Program(s) supported by Miami-Dade County General Funds.
- n) The terms "administrative budget" or "indirect budget" shall refer to costs that are not tied to the direct provision of Services funded under this Agreement. These costs may include: 1) the portion of payroll of the Grantee's salaried administrative personnel and/or or payment for the administrative (non-program) portion of duties executed by Grantee's subcontracted administrative personnel (i.e., executive directors, agency heads, management and business consultants, information technology (IT) consultants); 2) overhead costs not related to the direct provision of Services (i.e., administrative office space and related maintenance, utilities and supplies, insurance, advertising, marketing and fundraising costs, staff training, accounting and tax preparation services, and audit fees); and 3) clerical or other administrative personnel who do not directly provide services to clients pursuant to this Agreement (i.e., administrative assistants, database clerks, etc.).
- o) The term "arm's length transaction" shall refer to any transaction in which the buyers and sellers of a product or service act independently and have no relationship to each other to ensure that both parties in the transaction are acting in their own self-interest and are not

subject to any pressure or duress from the other party.

- p) The term “related party transaction” shall refer to a business deal or arrangement between two parties who are joined by a special relationship (family member or relative, stockholder, related corporation) prior to the deal or arrangement.
- q) The term “program income” shall refer to the income received by the Grantee directly from the activities funded under this Agreement, or generated as a result of the use of the County’s General Fund award.
- r) The term “programmatic role” shall mean an employee or contractor of the Grantee who is regularly and continuously funded under this Agreement to work with clients and provide direct Services pursuant to the Scope of Work.
- s) The terms “administrative costs” or “overhead costs” or (“administrative and overhead costs”) shall mean costs that are not directly related to or used specifically for the client services contemplated in this Agreement. These costs include, but are not limited to, rent for administrative space and related utilities, payroll of management, administrative and clerical personnel that do not directly serve clients in the course of their general work responsibilities, insurance, office supplies that are not used by clients for program activities, audit fees, accounting/bookkeeping salaries or fees, database maintenance, including staff that enters, updates and/or analyzes data, information technology support, software and licenses, janitorial fees that are not incurred for services to the clients, human resources costs, including payroll costs and background screenings required for personnel, subcontractors and volunteers, and capital equipment for general office use, including copiers (or copier leases), scanners, furniture, computers (if not used by clients for a core activity pursuant to this agreement),

## **ARTICLE 2. AMOUNT PAYABLE**

Subject to available funds, the maximum provisional amount payable for services rendered under this contract shall not exceed: \$2,000,000.00 (“Grant Funds”), which such amount shall be made payable to the Grantee in a single lump sum payment no later than 30 days of the effective date of this Contract. Both parties expressly acknowledge availability of funding under this contract is at the County’s sole discretion. Both parties agree that should County funding be reduced, the amount payable under this Contract may be proportionately reduced at the sole discretion and option of the County.

All services undertaken by the Grantee before the County’s execution of this Contract shall be at the Grantee’s risk and expense.

It is the ongoing responsibility of the Grantee to maintain sufficient financial resources to meet expenses incurred during the period between the provision of Services and payment by the County.

## **ARTICLE 3. EFFECTIVE TERM**

Both parties agree that this Agreement shall commence on \_\_\_\_\_, 2023, and terminate at the close of business \_\_\_\_\_, 2024, regardless of when this Agreement is executed.

#### **ARTICLE 4.        SCOPE OF WORK**

The Grantee shall render services in accordance with the Scope of Work, incorporated herein and attached hereto as Attachment A. The Scope of Work must clearly indicate the time frames for the delivery of each of the funded services.

The Grantee shall implement the Scope of Work in a manner deemed satisfactory to the County. Any modification or amendment to the Scope of Work shall not be effective until approved by the County and the Grantee in writing.

#### **ARTICLE 5.        BUDGET SUMMARY**

The Grantee agrees that all expenditures or costs shall be made in accordance with the Budget, which is attached herein and incorporated hereto as Attachment B. Pursuant to Resolution No. R-630-13 of the Miami-Dade Board of County Commissioners, the Grantee will also submit a project budget which shall be sufficiently detailed to show: (i) the total project cost; (ii) the amount of funds to be used for administrative and overhead costs; (iii) whether the County funds will be gap funds and (iv) the amount of funds devoted toward the provision of the desired Services or activities.

The Grantee may request budget modifications to amend the budget in Attachment B during the term of this Agreement. Budget modification requests must be submitted to the County no later than thirty (30) days prior to the expiration of this Agreement, or \_\_\_\_\_, 2024.

The Grantee may shift funds between existing line items in Attachment B: 1) without a budget modification, if the change to the line item does not exceed fifteen percent (15%); or 2) with a budget modification requested by the Grantee's designated representative as stated on the Authorized Signature Form attached hereto, and approved by the County, if the changes to a line item exceed fifteen percent (15%). A budget modification is also required in order to add new line items. Budget modifications will also be required for any personnel changes, including changes in titles, roles, and compensation, or for employees vacating positions and being replaced by a different employee.

In no event shall the budget under this Agreement include total administrative costs in excess of fifteen percent (15%) of each program allocation under this Agreement. Notwithstanding the foregoing, in accordance with Resolution No. R-700-13 of the Miami-Dade Board of County Commissioners, the Grantee shall also ensure that no more than twenty-five percent (25%) of the Grantee's administrative budget may be paid from Miami-Dade County General Funds unless this requirement is waived by a majority vote of the Miami-Dade Board of County Commissioners.

#### **ARTICLE 6.        INDEMNIFICATION BY GRANTEE**

A.        Grantee shall indemnify, defend, and hold harmless the County and its officers, employees, agents, and instrumentalities from any and all liability, losses, or damages, including attorney's 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 performance of this Agreement by the Grantee or its employees, agents, servants, partners principals, or subcontractors.

Additionally, the Grantee shall pay all claims and losses in connection therewith 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 attorney's fees which may issue thereon. The Grantee expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by the Grantee shall in no way limit the responsibility to indemnify, keep, and save harmless and defend the County or its officers, employees, agents, and instrumentalities as herein provided.

B. **Term of Indemnification.** The provisions of Article 6 shall survive the expiration or termination of this Contract.

## **ARTICLE 7. INSURANCE**

A. **Minimum Insurance Requirements:** Certificates of Insurance. The Grantee shall submit to Miami-Dade County, c/o Risk Management Section, 111 N.W. 1st Street, 23<sup>rd</sup> Floor, Miami, Florida 33128-1994, original Certificate(s) of Insurance indicating that, upon execution of this Agreement or on the date commencing the effective term of this Agreement, whichever is earlier, insurance coverage has been obtained which meets the requirements as outlined below:

1. All insurance certificates must list the COUNTY as "Certificate Holder" in the following manner:

Miami-Dade County  
111 N.W. 1<sup>st</sup> Street, Suite 2340  
Miami, Florida 33128

2. Worker's Compensation Insurance for all employees of the Grantee as required by Florida Statutes, Chapter 440.
3. Commercial General Liability Insurance in an amount not less than \$300,000.00 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.**
4. Automobile Liability Insurance covering all owned, non-owned, and hired vehicles used in connection with the Work provided under this Agreement, in an amount not less than \$300,000.00\* combined single limit per occurrence for bodily injury and property damage.

\*NOTE: For Grantees supplying vans or mini-buses with seating capacities of fifteen (15) passengers or more, the limit of liability required for Auto Liability is \$500,000.00.

5. Professional Liability Insurance in the name of the Grantee, when applicable, in an amount not less than \$250,000.00.
6. 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:

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

OR

- b) 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.

**B. Other Provisions.**

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

The County reserves the right to inspect the Grantee's original insurance policies at any time during the term of this Agreement.

Failure to Provide Certificates of Insurance. The Grantee shall be responsible for assuring that the insurance certificates required in conjunction with this Section remain in force for the duration of the effective term of this Agreement (\_\_\_\_\_, 2023 through \_\_\_\_\_, 2024). If insurance certificates are scheduled to expire during the effective term, the Grantee shall be responsible for submitting new or renewed insurance certificates to the County prior to expiration.

In the event that expired certificates are not replaced with new or renewed certificates which cover the effective term, the County may suspend the Agreement until such time as the new or renewed certificates are received by the County in the manner prescribed herein; provided, however, that this suspended period does not exceed thirty (30) calendar days. Thereafter, the County may, at its sole discretion, terminate this Agreement.

**ARTICLE 8. STAFFING REQUIREMENTS**

The Grantee shall maintain an organizational structure and adequate programmatic, administrative, and support staff sufficient to fulfill its obligations under this Agreement. The Grantee shall ensure that employees responsible for program compliance have sufficient qualifications and experience, and receive appropriate grant administrative and program compliance training. Funded personnel shall occupy positions and perform duties consistent with their assigned job descriptions. The Grantee shall report to the County, on a monthly basis, any staffing changes affecting the funded program(s), including funded employee(s) separation, termination, new hires, and change in duties/positions.

**ARTICLE 9. PROOF OF LICENSURE AND BACKGROUND SCREENING**

A. Licensure

**ARTICLE 10. CONFLICT OF INTEREST**

A. The Grantee agrees to abide by and be governed by the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance codified at Section 2-11.1 et al. of the Code of Miami-Dade County ("County Code"), as amended, as well as with section 617.0832, Florida Statutes, as amended, regarding director conflict of interests, which are incorporated herein by reference as if fully set forth herein, in connection with the Grantee's contract obligations hereunder.

Additionally, the Grantee agrees to:

1. Prohibit members of the Grantee's board of directors from directly or indirectly receiving any funds paid by the County to the Grantee under this Agreement.
2. Prohibit members of the Grantee's board of directors from voting on matters relating to this Agreement which may result in the board member directly or indirectly receiving funds paid by the Grantee under this Agreement.
3. Prohibit members of the Grantee's board of directors from voting on any matters relating to this Agreement if they are related to the person or entity seeking a benefit from the Grantee.
4. Prohibit employees of the Grantee from directly or indirectly receiving any funds paid by the County to the Grantee under this Agreement, with the exception of the employee's salary and fringe benefits or portion of the employee's salary and fringe benefits included in Attachment B.
5. Maintain a written nepotism and conflict of interest policy that applies to hiring, providing services to clients, and procuring supplies or equipment.
6. Immediately disclose and justify in writing to the County any business transactions between the Grantee on one side, and its board member(s) or its staff on the other side, as well as all related-party transactions with shareholders, partners, officers, directors, or employees of any entity that is doing business with the Grantee that are funded, partially or entirely, under the Agreement with the County, or are in any way related to the County-funded program.
7. Implement procedures to protect against fraud and co-mingling of funds in regards to credit card purchases, if credit cards are utilized by the Grantee.
8. All transactions associated with this Agreement that do not meet the criteria of an arm's length transaction must be immediately disclosed and justified in writing to the County.

9. Ensure that, at the time this Agreement is entered into and for the duration of this Agreement, no employee or person in the position of authority for the Grantee who exercises any function or responsibilities in connection with this Agreement (including, but not limited to, any board member, officer, manager, or supervisor employed by the Grantee), is receiving any of the Services funded under this Agreement. Notwithstanding the foregoing provision, any employee, board member, officer, manager, or supervisor employed by the Grantee who does not exercise any function or responsibilities in connection with this Agreement and who is eligible to receive any of the Services may utilize such Services if he/she can demonstrate that he/she does not have direct responsibility or role over the Service and that such utilization is permissible pursuant to Section 2-11.1 et al. of the County Code.

NOTE: "Indirectly" for purposes of this Section includes payment of funds paid by the County to the Grantee under this Agreement which are ultimately paid to an organization in which the Grantee's employee or board member has a "controlling financial interest," meaning, (1) ownership, directly or indirectly, of ten percent (10%) or more of the outstanding capital stock in any corporation, or (2) a direct or indirect interest of ten percent (10%) or more in a firm, partnership, or other business entity or nonprofit organization.

If the County determines the Grantee has breached this Section, the County shall suspend payment until the matter has been resolved to the County's satisfaction.

The County may request an opinion from the Miami-Dade Commission on Ethics and Public Trust regarding questions arising under this Section.

#### **ARTICLE 11. CIVIL RIGHTS**

The Grantee agrees to abide by Chapter 11A of the County Code, as amended, which prohibits discrimination in employment, housing and public accommodations on the basis of race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity, gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin, disability, or source of income; Title VII of the Civil Rights Act of 1968, as amended, which prohibits discrimination in employment and public accommodation; the Age Discrimination Act of 1975, 42 U.S.C. § 6101, as amended, which prohibits discrimination in employment because of age; the Rehabilitation Act of 1973, 29 U.S.C. § 794, as amended, which prohibits discrimination on the basis of disability; the Americans with Disabilities Act, 42 U.S.C. § 1201 et seq., which prohibits discrimination in employment and public accommodations because of disability; the Federal Transit Act, 49 U.S.C. § 1612, as amended; and the Fair Housing Act, 42 U.S.C. § 3601 et seq. It is expressly understood that the Grantee must comply with such Acts and provide proof of compliance to the County, when requested. If the Grantee or any owner, subsidiary, or other firm affiliated with or related to the Grantee is found by the responsible enforcement agency, the Courts, or the County to be in violation of these Acts, the County may, in its sole discretion, conduct no further business with the Grantee.

Any contract entered into based upon a false affidavit shall be voidable by the County. If the Grantee violates any of the Acts during the term of any contract the Grantee has with the County, such contract shall be voidable by the County, even if the Grantee was not in violation at the time it submitted its affidavit.

The Grantee agrees that it is in compliance with the Domestic Violence Leave, codified as § 11A-60 et seq. of the Miami-Dade County Code, which requires an employer, who in the regular course of business has fifty (50) or more employees working in Miami-Dade County for each working day during each of twenty (20) or more calendar work weeks to provide domestic violence leave to its employees.

Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against Grantee.

**ARTICLE 12.     Reserved**

**ARTICLE 13.     NOTICE REQUIREMENTS**

The Grantee agrees to notify the County of any changes that may affect the County supported program(s) under this Agreement within ten (10) days from the date of such a change's occurrence.

It is also understood and agreed between the parties that any written notice addressed to the County, which is delivered by U.S. Mail or emailed to the County, and any written notice addressed to the Grantee, which is delivered by U.S. Mail or by email, shall constitute sufficient notice to either party.

All notices required or permitted under this Agreement which are delivered by U.S. Mail shall be deemed sufficiently served if delivered by Registered or Certified Mail, with return receipt requested; or delivered personally; or delivered via fax or by email. All notices to the County shall be delivered to the following address:

**(1) To the County**

ATTENTION:

\_\_\_\_\_  
Office of the Mayor  
111 NW 1<sup>st</sup> Street, 29th Floor  
Miami, Florida 33128-1902  
Phone: (305) 375-4421  
Fax: (305) 375-6082  
Email: \_\_\_\_\_@miamidade.gov

With Copy to:

Jorge M. Fernandez  
Office of Management and Budget  
111 NW 1<sup>st</sup> Street, 22 Floor  
Miami, Florida 33128-1902  
Phone: (305)375-5143

**(2) To the Grantee**

Attention:     Block 55 Residential, LP  
2901 Florida Avenue

Suite 806  
Coconut Grove, FL 33133  
Attn: Nicholas Swerdlow

With Copy to:

Investor Limited Partner:  
R4 SLFL Acquisition LLC  
c/o R4 Capital LLC  
780 Third Avenue  
16th Floor  
New York, New York 10017  
Attn: Marc Schnitzer

And to:

Special Limited Partner:  
Block 55 Owner, LLC  
2901 Florida Avenue  
Suite 806  
Coconut Grove, FL 33133  
Attn: Nicholas Swerdlow.org

Either party may at any time designate a different mail or email address and/or contact person by giving written notice as provided above to the other party.

#### **ARTICLE 14. AUTONOMY**

Both parties agree that this Agreement recognizes the autonomy of the contracting parties and implies no affiliation between the contracting parties. It is expressly understood and intended that the Grantee is only a recipient of funding support and is not an agent or instrumentality of the County. Furthermore, the Grantee's agents and employees are not agents or employees of the County.

#### **ARTICLE 15. SURVIVAL**

The parties acknowledge that any of the obligations in this Agreement, including but not limited to Grantee's obligation to indemnify the County, will survive the term, termination, and cancellation hereof. Accordingly, the respective obligations of the Grantee and the County under this Agreement, which by nature would continue beyond the termination, cancellation or expiration thereof, shall survive termination, cancellation or expiration hereof.

#### **ARTICLE 16. BREACH OF AGREEMENT: COUNTY REMEDIES**

A. **Breach.** A breach by the Grantee shall have occurred under this Agreement if: (1) the Grantee fails to provide the Services outlined in the Scope of Work or fails to meet expected performance levels within the effective term of this Agreement and in the sole discretion of the County; (2) the Grantee ineffectively or improperly uses the County funds allocated under this Agreement; (3) the Grantee does not furnish the Certificates of Insurance required by this Agreement or as determined by the County's Risk Management Division; (4) if applicable, the Grantee does not furnish the County proof of licensure/certification or proof of background screening; (5) the Grantee fails to submit, or submits incorrect or incomplete (a) proof of

expenditures to support disbursement requests or advance funding disbursements, or (b) detailed reports of expenditures or final expenditure reports; (6) the Grantee does not submit, or submits incomplete or incorrect, required reports, or submits reports that indicate that expected performance levels are not being met; (7) the Grantee refuses to allow the County access to records or refuses to allow the County to monitor, evaluate, and review the Grantee's program; (8) the Grantee discriminates under any of the laws outlined in Article 11 of this Agreement; (9) the Grantee attempts to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement; (10) the Grantee fails to correct deficiencies found during a monitoring, evaluation, or review within the specified time as described in communication from the County; (11) the Grantee fails to issue prompt payments to small business subcontractors or follow dispute resolution procedures regarding a disputed payment; (12) the Grantee fails to submit the Certificate of Corporate Status, Board of Directors Requirements, or proof of tax status, as required by Article 20 of this Agreement; (13) the Grantee fails to meet any of the terms and conditions of the Miami-Dade County Vendor Registration, including any and all required County affidavits, or the State Affidavit (Attachment D-1); or (14) the Grantee fails to fulfill in a timely and proper manner any and all of its obligations, covenants, agreements and stipulations in this Agreement. Waiver of breach of any provisions of this Agreement shall not be deemed to be a waiver of any other breach and shall not be construed to be a modification of the terms of this Agreement.

**B.County Remedies.** If the Grantee breaches this Agreement, the County may pursue any or all of the following remedies:

The County may terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof. In the event of termination, the County may: (a) request the return of all finished or unfinished documents, data studies, surveys, drawings, maps, models, photographs, reports prepared and secured by the Grantee with County funds under this Agreement; (b) recapture a proportionate amount of County funding or seek reimbursement of County funds allocated to the Grantee under this Agreement; (c) terminate or cancel any other contracts entered into between the County and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such termination, including attorney's fees.

The County may suspend payment in whole or in part under this Agreement by providing written notice to the Grantee of such suspension and specifying the effective date thereof, at least five (5) days before the effective date of suspension. If payments are suspended, the County shall specify in writing the actions that must be taken by the Grantee as condition precedent to resumption of payments and shall specify a reasonable date for compliance. The County may also suspend any payments in whole or in part under any other contracts entered into between the County and the Grantee. The Grantee shall be responsible for all direct and indirect costs associated with such suspension, including attorney's fees. The County may also, in the County's sole discretion, recapture a proportionate amount of funding if expected performance levels under this Agreement are not met by Grantee in the County's sole discretion.

The County may seek enforcement of this Agreement including but not limited to filing an action in a court of appropriate jurisdiction. The Grantee shall be responsible for all direct and indirect costs associated with such enforcement, including attorney's fees.

The County may debar the Grantee from future County contracting.

If, for any reason, the Grantee should attempt to meet its obligations under this Agreement through fraud, misrepresentation, or material misstatement, the County shall, whenever practicable, terminate this Agreement by giving written notice to the Grantee of such termination and specifying the effective date thereof at least five (5) days before the effective date of such termination. The County may terminate or cancel any other contracts which such individual or entity has with the County. Such individual or entity shall be responsible for all direct and indirect costs associated with such termination or cancellation, including attorney's fees. Any individual or entity who attempts to meet its contractual obligations with the County through fraud, misrepresentation, or material misstatement may be debarred from County contracting for up to five (5) years.

Any other remedy available at law or equity.

C. **Authorization to Terminate Agreement.** The County Mayor or the Mayor's designee is authorized to terminate this Agreement on behalf of the County.

D. Failures or waivers to insist on strict performance of any covenant, condition, or provision of this Contract by the County shall not be deemed a waiver of any rights or remedies, nor shall it relieve the Grantee from performing any subsequent obligations strictly in accordance with the term of this Agreement. No waiver shall be effective unless in writing and signed by the parties. Such waiver shall be limited to provisions of this Agreement specifically referred to therein and shall not be deemed a waiver of any other provision. No waiver shall constitute a continuing waiver unless the writing states otherwise.

E. **Damages Sustained.** Notwithstanding the above, the Grantee shall not be relieved of liability to the County for damages sustained by the County by virtue of any breach of the Agreement, and the County may withhold any payments to the Grantee until such time as the exact amount of damages due the County is determined. The County may also pursue any remedies available at law or equity to compensate for any damages sustained by the breach. The Grantee shall be responsible for all direct and indirect costs associated with such action, including attorney's fees.

## **ARTICLE 17. TERMINATION BY EITHER PARTY**

## **ARTICLE 18. PAYMENT PROCEDURES**

Within thirty (30) days of the execution of this Agreement, the County agrees to pay the Grantee the Grant Funds. Payment shall be made in accordance with the Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40).

## **ARTICLE 19. ALLOWABLE AND PROHIBITED USE OF FUNDS**

A. **Allowable Use of Funds.** The Grantee shall use the funds under this Agreement to cover the expenses included in, and under the terms and conditions defined in, the program budget(s) in Attachment B to this contract. The Grantee agrees that all sources and uses of the funds in the Grantee's bank account where County funds paid pursuant to this Agreement are deposited shall be related to the Grantee's official business activities and program operations.

B. **Unallowable Expenses.** County funds paid pursuant to this Agreement shall not be used for expenses of or related to: expenses of a personal nature, political and sectarian activities, lobbying, legal fees, financial investment services, investments, financing costs, bank fees, debt, mortgages, loans, lines of credit, credit cards, interest payments, late fees or other penalties, regulatory fines or penalties, tax fees, penalties, or liens, or for activities prohibited by federal, state or local law, or for any expense(s) not allowable pursuant to the Grantee's program budget(s) and corresponding budget justification(s) in Attachment B to this contract and pursuant to the Scope of Work, as determined in the sole discretion of the County.

C. **Adverse Actions or Proceeding.** The Grantee shall not utilize County funds to retain legal counsel for any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials. The Grantee shall not utilize County funds to provide legal representation, advice, or counsel to any client in any action or proceeding against the County or any of its agents, instrumentalities, employees, or officials.

D. **Religious Purposes.** County funds shall not be used for religious purposes.

E. **Commingling Funds.** The Grantee shall not commingle funds provided under this Agreement with funds used for purposes other than those listed in this Agreement. The Grantee shall establish an internal tracking mechanism, which may include establishment of general ledger funds or accounts, to segregate financial activity related to this Agreement.

F. **Program Income and Fundraising.** On a monthly basis, the Grantee shall track, record, and disclose to the County any program income, or fundraising collections, from or related to the program(s) funded under this Agreement. The Grantee shall use such program income or fundraising collections to cover expenses for the County funded program(s). The Grantee's audits shall contain a Program Income Schedule, if program income or fundraising collections are accrued, detailing program income and fundraising collections realized under this Agreement and copies of said schedule will be provided to the County.

**ARTICLE 20. REQUIRED DOCUMENTS, RECORDS, REPORTS, AUDITS, MONITORING, REVIEW, REPORT CARDS, AND TRAINING**

A. **Board of Director Requirements.** The Grantee shall ensure that the Grantee's Board of Directors is apprised of the programmatic, fiscal, and administrative obligations under this Agreement funded through County Funds by passage of a formal resolution authorizing execution of this Agreement with the County. Said resolution shall, at a minimum, list the name(s) of the Board's President, Vice President, and any other persons authorized to execute this Agreement on behalf of the Grantee, and reference the program(s) and dollar amounts in the award, as may be amended. A copy of this corporate resolution must be submitted to the County prior to contract execution. A current list of the Grantee's Board of Directors and officers must be included with the submission, and must include the title, place of employment, if applicable, and contact information, which at a minimum includes e-mail addresses and phone numbers, for each Board member.

In addition, through the official signed minutes of its Board meetings, the Grantee must also maintain proof that it has been sharing the results of all County monitoring reports with its Board at meetings where a quorum of its Board is achieved. The Grantee shall furnish the County with

copies of the minutes of such Board meetings. These minutes may be redacted to show only those portions of the meeting relating to this Agreement and County monitoring reports.

B. **Reserved.**

C. **Reserved.**

D. **Accounting Records.** The Grantee shall institute internal fiscal controls and shall keep books and accounting records which conform to the Generally Accepted Accounting Principles (GAAP) in the United States, and identify the County funds and the related expenditures, and income. Subject to, and notwithstanding anything to the contrary in, Article 20, Section R, Public Records, all such records will be retained by the Grantee for not less than five (5) years beyond the term of this Agreement, and shall be made available for review upon request from County authorized personnel. The Grantee shall reconcile its bank statements within a month after they become available from the bank as attested by the dates, and the signatures or initials of the staff preparing, reviewing, and approving the monthly bank reconciliations. The Grantee's checks shall be signed by two authorized check signors as required by the Miami-Dade Administrative Order 3-15.

E. **Financial Audit.** If the Grantee has or is required to have an annual certified public accountants opinion and related financial statements, the Grantee agrees to provide these documents and any management letter and related responses to the County within the earlier of thirty (30) calendar days after receipt of the auditor's report or nine (9) months after the end of the Grantee's fiscal year, for each year during which this Agreement remains in force or until all funds received pursuant to this Agreement have been so audited, whichever is later. In the event that the documents provided under this section contain deficiencies or other matters of concern, the Grantee shall provide to the County for review any additional documentation to address the County's concerns. What constitutes a deficiency and/or matter of concern shall be determined in the County's sole discretion. Failure to address concerns pursuant to this section to the County's satisfaction shall be a breach of this contract.

F. **Access to Records: Audit.** The County reserves the right to require the Grantee to submit to an audit by an auditor of the County's choosing or approval, and to review any independent audit performed on the Grantee for reasons of compliance with funding requirements of any other governmental agency or financial institution. The Grantee shall provide access to all of its records which relate to this Agreement at its place of business during regular business hours. The Grantee agrees to provide such assistance as may be necessary to facilitate their review or audit by the County to ensure compliance with applicable accounting and financial standards.

G. **Quarterly Reviews of Expenditures and Records.** The County Commission Auditor may perform quarterly reviews of the Grantee expenditures and records. Subsequent payments to the Grantee shall be subject to a satisfactory review of the Grantee records and expenditures by the County Commission Auditor, including but not limited to, review of supporting documentation for expenditures and the existence of sufficient documentation to support eligible expenditures. The Grantee agrees to reimburse the County for ineligible expenditures as determined by the County Commission Auditor.

H. **Quality Assurance / Recordkeeping.** The Grantee shall maintain, and shall require that the Grantee's subcontractors and suppliers maintain complete and accurate program and fiscal records to substantiate compliance with the requirements set forth in the Scope of Work. Subject to, and notwithstanding anything to the contrary in, Article 20, Section R, Public Records,

the Grantee and its subcontractors and suppliers shall retain such records, and all other documents relevant to the services furnished under this Agreement, for a period of five (5) years from the expiration date of this Agreement.

I. **Confidentiality Requirements.** The Grantee shall establish and implement policies and procedures that ensure compliance with the following security standards and any and all applicable state and federal statutes and regulations for the protection of confidential client records and electronic exchange of confidential information. "Confidential" shall be used in this section to describe information that is confidential under applicable law. The policies and procedures must ensure, at a minimum, that:

1. There is a controlled and secure area for storing and maintaining active confidential information and files, including but not limited to medical records;
2. Confidential records are not removed from the Grantee's premises, unless otherwise authorized by law or upon written consent from the County;
3. Access to confidential information is restricted to authorized personnel of the Grantee, the County, and/or the United States Office of the Inspector General;
4. Records are not left unattended in areas accessible to unauthorized individuals;
5. Access to electronic data is controlled;
6. Written authorization, signed by the client, is obtained for release of copies of client records and/or information. Original documents must remain on file at the originating Grantee site;
7. An orientation is provided to new staff persons, employees, and volunteers. All employees and volunteers must sign a confidentiality pledge, acknowledging their awareness and understanding of confidentiality laws, regulations, and policies;
8. Procedures are developed and implemented that address client chart and medical record identification, filing methods, storage, retrieval, organization and maintenance, access and security, confidentiality, retention, release of information, copying, and faxing.

J. **Progress Reports.** The Grantee shall furnish the County with monthly progress/performance reports in accordance with the activities and goals detailed in Attachment A of this Agreement. The reports shall explain the Grantee's progress for the month and, in the event that its activities are seasonal, must clearly indicate when specific services and related expenditures will occur. The data should be quantified when appropriate. A corrective action plan must accompany all progress reports that indicate that the Grantee is not meeting its expected service goals or expected performance levels. The final progress report shall be due no later than thirty (30) days after the expiration or termination of this Agreement.

K. **Monitoring: Management Evaluation and Performance Review.** The Grantee agrees to permit County authorized personnel to monitor, review, and evaluate the program/work which is the subject of this Agreement.

Subject to applicable law, the County will also have the right to inspect original documentation regarding administrative, fiscal, and programmatic matters and may retain copies of such documentation for verification purposes. Documentation includes but is not limited to employee time records that document work hours spent on direct and indirect duties within the County funded program(s), and documentation to show consistency and adherence in implementing the County funded program(s) in accordance with the line item budget pursuant to Attachment B of this agreement.

The County shall monitor fiscal, administrative, and programmatic compliance with all the terms and conditions of the Agreement. The Grantee shall permit the County to conduct site visits, client assessment surveys, and other techniques deemed reasonably necessary to fulfill the monitoring function. A report of the County's findings will be delivered to the Grantee and the Grantee will rectify all deficiencies cited within the period of time specified in the report. If such deficiencies are not corrected within the specified time frame, the County may suspend payments or terminate this Agreement. The County may conduct one or more formal management evaluation and performance reviews of the Grantee. Continuation of this Agreement or future funding is dependent upon satisfactory follow up on any corrective action deemed necessary by the County on the part of the Grantee.

Pursuant to Resolution No. R-630-13 of the Miami-Dade Board of County Commissioners, Grantee agrees the County Mayor or Mayor's designee may make unannounced, on-site visits during normal working hours to the Grantee's headquarters and/or any location or site where the services contracted for are performed.

If the County suspends or stops payment to Grantee after advising Grantee of concerns arising from Grantee's performance, Grantee's management of County-funded or County-partially funded programs, or Grantee's compliance with any of the terms of this Agreement, and if the Grantee continues to provide services pursuant to this Agreement, the Grantee shall do so at its own risk. The Grantee understands and agrees that Grantee may not be reimbursed or may not receive further payments under this Agreement in the event the County suspends or stops payment to Grantee as described in this paragraph.

L. **Reserved.**

M. **Reserved**

N. **Reserved.**

O. **Public Records.** Pursuant to Section 119.0701 of the Florida Statutes, if the Grantee meets the definition of "Contractor" as defined in Section 119.0701(1)(a), the Grantee shall:

1. Keep and maintain public records that ordinarily and necessarily would be required by the County in order to perform the service;
2. Upon request from the County's custodian of public records identified herein, provide the County with a copy of the requested records or allow

the public with access to the public records on the same terms and conditions that the County would provide the records and at a cost that does not exceed the cost provided in the Florida Public Records Act, Miami-Dade County Administrative Order No. 4-48, or as otherwise provided by law;

3. Ensure that public records that are exempt or confidential and exempt from public records disclosure requirements are not disclosed except as authorized by law for the duration of this Agreement's term and following completion of the services under this Agreement if the Grantee does not transfer the records to the County; and
4. Upon completion of the Contract, transfer, at no cost, to the County all public records created, received, maintained and/or directly related to the performance of this Agreement that are in possession of the Grantee, or keep and maintain such public records. If Grantee transfers all public records to the County upon completion of the Contract, the Grantee shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Grantee keeps and maintains the public records upon completion of the Contract, the Grantee shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the County, upon request from the County's custodian of public records, in a format that is compatible with the information technology systems of the County.

For purposes of this Article, the term "public records" shall mean all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of the physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business of the COUNTY.

Grantee's failure to comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes shall be a breach of this Agreement. In the event the Grantee fails to meet any of these provisions or fails to comply with Florida's Public Records Laws, the Grantee shall be responsible for indemnifying the County in any resulting litigation and the Grantee shall defend its claim that any public record is confidential, trade secret, or otherwise exempt from inspection and copying under Florida's Public Records Laws.

In the event the Grantee does not comply with the public records disclosure requirement set forth in Section 119.0701 of the Florida Statutes, the County may, at the County's sole discretion, avail itself of any of the remedies for breach set forth under this Agreement or available at law or equity.

**IF THE GRANTEE HAS QUESTIONS REGARDING THE APPLICATION OF  
CHAPTER 119, FLORIDA STATUTES, TO THE GRANTEE'S DUTY TO PROVIDE  
PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE  
COUNTY'S CUSTODIAN OF PUBLIC RECORDS AT:**

Miami-Dade County  
Office of Management and Budget-Grants Coordination  
111 N.W. 1st Street, 22nd Floor

Miami, Florida 33128  
Attention: Barbara Soto  
Email: Barbara.Soto@[miamidade.gov](mailto:Barbara.Soto@miamidade.gov)

**ARTICLE 21. AUDITS AND INTERNAL REVIEWS BY THE OFFICE OF MANAGEMENT AND BUDGET, OFFICE OF MIAMI-DADE COUNTY INSPECTOR GENERAL AND THE COMMISSION AUDITOR**

The Grantee understands that it may be subject to an audit, random or otherwise, by the Office of the Miami-Dade County Inspector General or an Independent Private Sector Inspector General retained by the Office of the Inspector General, or the County Commission Auditor. The Grantee may also be subject to an internal review, random or otherwise, by the County.

**Office of the Inspector General.** The attention of the Grantee is hereby directed to the requirements of Section 2-1076 of the County Code in that the Office of the Miami-Dade County Inspector General (IG) shall have the authority and power to review past, present and proposed County programs, accounts, records, contracts and transactions. The IG shall have the power to subpoena witnesses, administer oaths and require the production of records. Upon ten (10) days written notice to the Grantee from IG, the Grantee shall make all requested records and documents available to the IG for inspection and copying.

The IG shall have the power to report and/or recommend to the Board of County Commissioners 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 IG shall have the power to analyze the need for, and reasonableness of, proposed change orders.

The IG may, on a random basis, perform audits on all County contracts throughout the duration of said contract (hereinafter "random audits"). This random audit is separate and distinct from any other audit by the County. Grant recipients are exempt from paying the cost of the audit which is normally  $\frac{1}{4}$  of 1% of the total contract amount.

The IG shall have the power to 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 contractor, its officers, agents and employees, lobbyists, County staff and elected officials in order to ensure compliance with contract specifications and detect corruption and fraud.

The IG is authorized to investigate any alleged violation by a Grantee of its Code of Business Ethics, pursuant to Section 2-8.1 of the County Code.

The provisions in this section shall apply to the Grantee, its subcontractors, and their respective officers, agents, and employees. The Grantee shall incorporate the provisions in this section in all contracts and all other agreements executed by its subcontractors in connection with the performance of this Agreement. Any rights that the County has under this Section shall not be the basis for any liability to accrue to the County from the Grantee, its subcontractors, or third parties for such monitoring or investigation of 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, its contractors or third parties.

Nothing in this Agreement shall impair any independent right of the County to conduct audit or investigative activities. The provisions of this section are neither intended nor shall they be construed to impose any liability on the County by the Grantee or third parties.

## **ARTICLE 22. SUBCONTRACTORS AND ASSIGNMENTS**

A. **Subcontracts.** The parties agree that no subcontract agreement will be made or let in connection with this Agreement without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld. Notwithstanding the foregoing, the County hereby consents to the subcontractors listed in Attachment H attached hereto and incorporated herein by reference. In the event approval is granted by the County, and subject to the conditions below, a copy of the approved fully executed Subcontractor agreement(s) must be furnished to the County in order for Subcontractor expenses to be paid under this Agreement. With respect to any subcontract or subcontractor, the Grantee agrees as follows:

If the Grantee will cause any part of this Agreement to be performed by a Subcontractor, before entering into any subcontract hereunder, the Grantee will inform the Subcontractor fully and completely of all provisions and requirements of this Agreement relating either directly or indirectly to the Services to be performed. The provisions of this Agreement will apply to such Subcontractor and its officers, agents and employees in all respects as if it and they were employees of the Grantee; and the Grantee will not be in any manner thereby discharged from its obligations and liabilities hereunder, but will be liable hereunder for all acts and negligence of the Subcontractor, its officers, agents, and employees, as if they were employees of the Grantee. The services performed by the Subcontractor will be subject to the provisions hereof as if performed directly by the Grantee.

The Grantee, before making any subcontract for any portion of the services, will state in writing to the County the name of the proposed Subcontractor, the portion of the Services which the Subcontractor is to perform, the place of business of such Subcontractor, and such other information as the County may require. The County will have the right to require the Grantee not to award any subcontract to a person, firm, or corporation disapproved by the County in its sole discretion.

In order to qualify as a Subcontractor satisfactory to the County in its sole discretion, in addition to the other requirements herein provided, the Subcontractor must be prepared to prove to the satisfaction of the County that it has the necessary facilities, skill and experience, and ample financial resources to perform the Services in a satisfactory manner. To be considered skilled and experienced, the Subcontractor must show to the satisfaction of the County in its sole discretion that it has satisfactorily performed services of the same general type which is required to be performed under this Agreement.

The County shall have the right to withdraw its consent to a subcontract if it appears to the County that the subcontract will delay, prevent, or otherwise impair the performance of the Grantee's obligations under this Agreement. Grantee shall furnish to the County copies of all subcontracts between Grantee and Subcontractors and suppliers hereunder. Within each such subcontract, there shall be a clause for the benefit of the County permitting the County to request completion of performance by the Subcontractor of its obligations under the subcontract, in the

event the County finds the Grantee in breach of its obligations, the option to pay the Subcontractor directly for the performance by such subcontractor. Notwithstanding, the foregoing shall neither convey nor imply any obligation or liability on the part of the County to any subcontractor.

B. **Assignments.** The parties agree that no assignment will be made or let in connection with this Agreement without the prior written approval of the County in its sole discretion, which shall not be unreasonably withheld.

C. If the Grantee intends to use subcontractors to provide the services listed in the Scope of Work (Attachment A) or suppliers to supply the materials, the Grantee shall provide the names of the subcontractors and suppliers on the form attached as Attachment H. Grantee agrees that it will not change or substitute subcontractors or suppliers from those listed in Attachment H without prior written approval of the County.

D. **Prompt Payments to Subcontractors.** The Grantee shall issue prompt payments to subcontractors that are small businesses (meaning annual gross sales of \$750,000 or less with its principal place of business in Miami-Dade County) and shall have a dispute resolution procedure in place to address disputed payments. Pursuant to the County's Sherman S. Winn Prompt Payment Ordinance (Ordinance No. 94-40), Section 2-8.1.4 of the County Code, Administrative Order No. 3-19, and the Florida Prompt Payment Act, payments must be made within thirty (30) days of receipt of a proper invoice. Failure to issue prompt payments to small business subcontractors or adhere to dispute resolution procedures may be grounds for suspension or termination of this Agreement or debarment.

#### **ARTICLE 23. RESERVED**

#### **ARTICLE 24. LOCAL, STATE, AND FEDERAL COMPLIANCE REQUIREMENTS**

The Grantee agrees to comply, in accordance with applicable professional standards, with the provisions of any and all applicable federal, state, and local laws, regulations, ordinances, resolutions, and rules which may pertain to the Services required under this Agreement, including but not limited to:

- A. Miami-Dade County Florida, Department of Business Development Participation Provisions, as applicable to this Agreement.
- B. Chapter 11A, Article 3 of the County Code. The Grantee and Subcontractors performing work in connection with this Agreement shall provide equal opportunity for employment and services without regard to race, creed, religion, color, sex, familial status, marital status, sexual orientation, gender identity or gender expression, status as a victim of domestic violence, dating violence or stalking, pregnancy, age, ancestry, national origin or disability. The aforesaid provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Grantee agrees to post in a conspicuous place available for employees and applicants for employment, such notices as may be required by the Dade County Equal Opportunity Board or other authority having jurisdiction.
- C. "Conflicts of Interest," Section 2-11 of the County Code, and Ordinance No. 01-

199, as well as the Miami-Dade County False Claims Ordinance.

- D. "Debarment," Section 10-38 of the County Code.
- E. Miami-Dade County Ordinance No. 99-5, codified at 11A-60 et. seq. of the County Code pertaining to complying with the County's Domestic Leave Ordinance. Failure to comply with this local law may be grounds for voiding or terminating this Agreement or for commencement of debarment proceedings against the Grantee.
- F. Part III, Ch. 2, Art. 1 and Ch. 11A of the County Code, and any payment and performance bond requirements if applicable under the Florida Statutes and F.A.R. 52.222 if applicable.
- G. Miami-Dade County Ordinance No. 99-152, prohibiting the presentation, maintenance, or prosecution of false or fraudulent claims against Miami-Dade County.
- H. "Drug-free workplace requirements for contractors and entities transacting business with Miami-Dade County," Section 2-8.1.2 of the County Code.
- I. "Nondiscrimination," Section 2-8.1.5 of the County Code, and the Aspirational Diverse Workforce Policy in Resolution No. R-1106-15 of the Miami-Dade Board of County Commissioners.
- J. The Grantee will not use products or foods containing "pink slime," as defined in Resolution No. 478-12 of the Miami-Dade Board of County Commissioners, in food that is provided or served pursuant to this Agreement.
- K. For congregate and/or home-delivered meal programs, the Grantee agrees to furnish proof that it is meeting all applicable local, State, and Federal food safety and hygiene requirements.

Notwithstanding any other provision of this Agreement, the Grantee shall not be required pursuant to this Agreement to take any action or abstain from taking any action if such action or abstention would, in the good faith determination of the Grantee, constitute a violation of any law or regulation to which the Grantee is subject, including but not limited to laws and regulations requiring that the Grantee conduct its operations in a safe and sound manner.

## **ARTICLE 25. E-VERIFY**

By entering into this Agreement, the Grantee and its Subcontractors are jointly and severally obligated to comply with the provisions of Section 448.095, Florida Statutes, as amended, titled "Employment Eligibility." The Grantee affirms that (a) it has registered and uses the U.S. Department of Homeland Security's E-Verify system to verify the work authorization status of all new employees of the Grantee; (b) it has required all Subcontractors to this Agreement to register and use the E-Verify system to verify the work authorization status of all new employees of the Subcontractor; (c) it has an affidavit from all Subcontractors to this Agreement attesting that the

Subcontractor does not employ, contract with, or subcontract with, unauthorized aliens; and (d) it shall maintain copies of any such affidavits for duration of the Agreement.

If County has a good faith belief that Grantee has knowingly violated Section 448.09(1), Florida Statutes, then County shall terminate this contract in accordance with Section 448.095(5)(c), Florida Statutes. In the event of such termination the Grantee agrees and acknowledges that it may not be awarded a public contract for at least one (1) year from the date of such termination and that Grantee shall be liable for any additional costs incurred by the County because of such termination.

In addition, if County has a good faith belief that a Subcontractor has knowingly violated any provisions of Sections 448.09(1) or 448.095, Florida Statutes, but Grantee has otherwise complied with its requirements under those statutes, then Grantee agrees that it shall terminate its contract with the Subcontractor upon receipt of notice from the County of such violation by Subcontractor in accordance with Section 448.095(5)(c), Florida Statutes.

Any challenge to termination under this provision must be filed in the Circuit or County Court by the County, Grantee, or Subcontractor no later than twenty (20) calendar days after the date of contract termination. Public and private employers must enroll in the E-Verify System (<http://www.uscis.gov/e-verify>) and retain the I-9 Forms for inspection.

## **ARTICLE 26.     MISCELLANEOUS**

A.     **Publicity.** It is understood and agreed between the parties hereto that the Grantee is funded by Miami-Dade County. Further, by the acceptance of these funds, the Grantee agrees that events funded by this Agreement shall recognize and adequately reference the County as a funding source. The Grantee shall ensure that all publicity, public relations, advertisements and signs recognizes and references the County for the support of all contracted activities. This is to include, but is not limited to, all posted signs, pamphlets, wall plaques, cornerstones, dedications, notices, flyers, brochures, news releases, media packages, promotions, and stationery. The use of the official County logo is permissible for the publicity purposes stated herein and must adhere to the standards established at <https://www.miamidade.gov/branding/logo.asp>. The Grantee shall submit sample or mock up of such publicity or materials to the County for review and prior approval, which shall not be unreasonably withheld. The Grantee shall ensure that all media representatives, when inquiring about the activities funded by this contract, are informed that the County is its funding source.

B.     **Governing Law and Venue.** This Agreement is made in the State of Florida and shall be governed according to the laws of the State of Florida. Venue for this Agreement shall be Miami-Dade County, Florida.

C.     **Modifications.** Any alterations, variations, modifications, extensions, or waivers of provisions of this Agreement including, but not limited to, amount payable and effective term shall only be valid when they have been reduced to writing, duly approved and signed by both parties and attached to the original of this Agreement.

The County and the Grantee mutually agree that modification of the Scope of Work,

schedule of payments, billing and cash payment procedures, set forth herein and other such revisions may be made as a written amendment to this Agreement executed by both the parties.

The County Mayor or the Mayor's designee is authorized to make modifications to this Agreement as described herein on behalf of the County.

The Office of the Inspector General shall have the power to analyze the need for, and the reasonableness of proposed modifications to this Agreement.

D. **Counterparts.** This Agreement is executed in three (3) counterparts, and each counterpart shall constitute an original of this Agreement.

E. **Headings, Use of Singular and Gender.** Paragraph headings are for convenience only and are not intended to expand or restrict the scope or substance of the provisions of this Agreement. Wherever used herein, the singular shall include the plural and plural shall include the singular, and pronouns shall be read as masculine, feminine, or neuter as the context requires.

F. **Pre-condition to County's Execution of this Agreement.** The Grantee acknowledges that prior to the County Mayor or Mayor's designee executing this Agreement, the County shall engage in a due diligence effort and review ("the Due Diligence Effort and Review") which includes but is not limited to researching background information on the Grantee, ensuring the Grantee is not in non-compliance with other County contracts, and reviewing the Grantee's Scope of Work, budget, affidavits, responses to affidavits and any other proposed or required attachments to this Agreement. If the County, through the County, in consultation with the County Mayor or Mayor's designee is concerned regarding findings of the Due Diligence Effort and Review, the County Mayor or Mayor's designee shall present findings of the Due Diligence Effort and Review to the Miami-Dade Board of County Commissioners with the County Mayor or Mayor's designee's recommendation as to how to proceed, and the Miami-Dade Board of County Commissioners shall then direct the County Mayor or Mayor's designee whether or not to execute this Agreement with the Grantee by taking action on the recommendation. All services undertaken by the Grantee before the County's execution of this Agreement shall be at the Grantee's risk and expense.

G. **No Third Parties.** The parties expressly agree there are no intended or unintended third party beneficiaries to this Agreement.

H. **Sovereign Immunity.** Nothing in this contract shall be considered a waiver of the County's sovereign immunity.

I. **Review of this Agreement.** Each party hereto represents and warrants that they have consulted with their own attorney concerning and participated in the drafting of each of the terms contained in this Agreement. No inference, assumption, or presumption shall be drawn from the fact that one party or its attorney prepared this Agreement. It shall be conclusively presumed that each party participated in the preparation and drafting of this Agreement.

J. **Totality of Agreement / Severability of Provisions.** This Agreement and Attachments, with its recitals on the first page of the Agreement and with its attachments as referenced below contain all the terms and conditions agreed upon by the parties:

Attachment A: Scope of Work  
Attachment B: Line Item Budget  
Attachment C: Collusion Affidavit

Attachment D: Due Diligence Affidavit  
Attachment D-1: State Public Entities Crime Affidavit  
Attachment E: Reserved  
Attachment F: Monthly Progress Report  
Attachment G: Closeout Report  
Attachment H: List of Subcontractors and Suppliers (FOR CONTRACT AWARDS TOTALING  
\$100,000 OR MORE)  
Attachment I: Authorized Signature Form

No other Agreement, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or bind any of the parties hereto. If any provision of this Agreement is held invalid or void, the remainder of this Agreement shall not be affected thereby if such remainder would then continue to conform to the terms and requirements of applicable law and ordinance.

**SIGNATURES APPEAR ON THE FOLLOWING PAGE**

IN WITNESS WHEREOF, the parties have executed this Agreement, and its associated attachments, effective as of the Agreement date herein above set forth.

**BLOCK 55 RESIDENTIAL, LP, a Limited Partnership**

By: Pacific Southwest Community Development Corporation, its general partner  
By:

Title: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: \_\_\_\_\_  
Secretary

or

STATE OF FLORIDA           )  
COUNTY OF MIAMI-DADE   )

The foregoing instrument was acknowledged before me by means of ☐ physical presence or ☐ online notarization, this day of, 2024, by \_\_\_\_\_ of Pacific Southwest Community Development Corporation a Florida corporation, as general partner of Block 55 Residential, LP, a Limited Partnership.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name  
Notary Public, State of Florida

☐ Personally Known or ☐ Produced Identification  
Type of Identification Produced

**MIAMI-DADE COUNTY**

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: Mayor or Mayor's Designee

Date: \_\_\_\_\_

ATTEST: Juan Fernandez-Barquin,  
Clerk of the Court and  
Comptroller

By: \_\_\_\_\_  
(Deputy Clerk Signature)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

ATTEST: Juan Fernandez-Barquin,  
Clerk of the Court and  
Comptroller

By: \_\_\_\_\_  
(Deputy Clerk Signature)

Print Name: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form and legal sufficiency:

By: \_\_\_\_\_  
Terrence A. Smith  
Assistant County Attorney

|

## **Attachment A Scope of Work**

**Attachment B**  
**Line Item Budget**

**Attachment C**  
**Collusion Affidavit**

**Attachment D**  
**Due Diligence Affidavit**

**Attachment D-1**  
**State Public Entities Crime Affidavit**

**Attachment F**  
**Monthly Progress Report**

**Attachment G**  
**Closeout Report**

**Attachment H**  
**List of Subcontractors and Suppliers (FOR CONTRACT AWARDS**  
**TOTALING \$100,000 OR MORE)**

**Attachment I**  
**Authorized Signature Form**