

## **MEMORANDUM**

Agenda Item No. 14(A)(1)

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

**DATE:** July 16, 2025

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

**SUBJECT:** Resolution approving of and authorizing the County Mayor to execute a First Amendment to the Grant Agreement between Miami-Dade County and 1109 NW 2nd Ave LLC, a Florida limited liability company ("company"), which increases the amount of the grant from \$4,000,000.00 to \$8,600,000.00, and extends the term of such agreement until September 30, 2027, for the purpose of funding the company's acquisition and development of properties in the overtown area with affordable housing and commercial development, and to exercise all provisions contained therein, including cancellation, termination and amendment provisions; and authorizing the County Mayor to allocate and disburse to the company the additional \$4,600,000.00 from the funds received by Miami-Dade County pursuant to Resolution No. R-860-13 for projects located within the overtown area

Resolution No. R-790-25

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



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Geri Bonzon-Keenan  
County Attorney

GBK/uw



# MEMORANDUM

(Revised)

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

**DATE:** July 16, 2025

**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 \_\_\_\_, majority plus one \_\_\_\_, 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) \_\_\_\_, 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)  
7-16-25

RESOLUTION NO. \_\_\_\_\_ R-790-25

RESOLUTION APPROVING OF AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO EXECUTE A FIRST AMENDMENT TO THE GRANT AGREEMENT BETWEEN MIAMI-DADE COUNTY AND 1109 NW 2ND AVE LLC, A FLORIDA LIMITED LIABILITY COMPANY (“COMPANY”), WHICH INCREASES THE AMOUNT OF THE GRANT FROM \$4,000,000.00 TO \$8,600,000.00, AND EXTENDS THE TERM OF SUCH AGREEMENT UNTIL SEPTEMBER 30, 2027, FOR THE PURPOSE OF FUNDING THE COMPANY’S ACQUISITION AND DEVELOPMENT OF PROPERTIES IN THE OVERTOWN AREA WITH AFFORDABLE HOUSING AND COMMERCIAL DEVELOPMENT, AND TO EXERCISE ALL PROVISIONS CONTAINED THEREIN, INCLUDING CANCELLATION, TERMINATION AND AMENDMENT PROVISIONS; AND AUTHORIZING THE COUNTY MAYOR OR COUNTY MAYOR’S DESIGNEE TO ALLOCATE AND DISBURSE TO THE COMPANY THE ADDITIONAL \$4,600,000.00 FROM THE FUNDS RECEIVED BY MIAMI-DADE COUNTY PURSUANT TO RESOLUTION NO. R-860-13 FOR PROJECTS LOCATED WITHIN THE OVERTOWN AREA

**WHEREAS**, on May 7, 2024, this Board adopted Resolution No. R-418-24, which authorized the County Mayor or County Mayor’s designee to allocate a grant to 1109 NW 2<sup>nd</sup> Ave LLC, a Florida limited liability company (the “Company”), in an amount not to exceed \$4,000,000.00 from the Overtown trust fund, which, pursuant to Resolution No. R-860-13, the County holds funds in such trust fund (“Overtown trust fund”) for the purpose of funding projects that support redevelopment efforts in the Overtown area; and

**WHEREAS**, the purpose of grant to the Company was to assist the Company to acquire and develop properties with entertainment facilities that are consistent with the master plan known as the “Historic Overtown Culture & Entertainment District” (“2019 master plan”); and

**WHEREAS**, pursuant to Resolution No. R-418-24 and the grant agreement, which was executed on August 16, 2024, the County has already disbursed \$4,000,000.00 to the Company; and

**WHEREAS**, the County and the Company desire to amend the grant agreement to increase its amount from \$4,000,000.00 to \$8,600,000.00 to allow the Company to acquire and develop properties within the Overtown area with affordable housing and commercial uses; and

**WHEREAS**, the County and the Company further desire to extend the term of the grant agreement until September 30, 2027; and

**WHEREAS**, this Board wishes to allocate an additional \$4,600,000.00 from the Overtown trust fund to the Company for the purposes set forth herein,

**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 approves of and authorizes the County Mayor or County Mayor's designee to execute the First Amendment to the Grant Agreement ("First Amendment") between Miami-Dade County and 1109 NW 2<sup>nd</sup> Ave LLC, a Florida limited liability company (the "Company"), in substantially the form attached hereto as Attachment "A" and incorporated herein by reference, in a total amount of \$8,600,000.00 and with a term that will expire on September 30, 2027, for the purpose of the Company acquiring and developing properties in the Overtown area with affordable housing and commercial uses. This Board further authorizes the County Mayor or County Mayor's designee to exercise all provisions contained in the grant agreement, as amended, including cancellation, termination and amendment provisions.

**Section 3.** This Board directs the County Mayor or the County Mayor's designee to allocate the additional \$4,600,000.00 from the Overtown trust fund. Such grant shall be disbursed to the Company as a lump sum payment, and shall be subject to the terms and conditions set forth in the First Amendment executed by the County Mayor or County Mayor's designee in accordance with section 2 of this resolution and the grant agreement.

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

|                                 |            |                        |               |
|---------------------------------|------------|------------------------|---------------|
| Anthony Rodriguez, Chairman     | <b>aye</b> |                        |               |
| Kionne L. McGhee, Vice Chairman | <b>aye</b> |                        |               |
| Marleine Bastien                | <b>aye</b> | Juan Carlos Bermudez   | <b>aye</b>    |
| Sen. René García                | <b>aye</b> | Oliver G. Gilbert, III | <b>aye</b>    |
| Roberto J. Gonzalez             | <b>aye</b> | Keon Hardemon          | <b>absent</b> |
| Danielle Cohen Higgins          | <b>aye</b> | Eileen Higgins         | <b>aye</b>    |
| Natalie Milian Orbis            | <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 16<sup>th</sup> day of July, 2025. 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 read "TAS", is written over a horizontal line.

Terrence A. Smith

**ATTACHMENT “A”**

**FIRST AMENDMENT TO GRANT AGREEMENT  
BETWEEN MIAMI-DADE COUNTY AND  
1109 NW 2ND AVE LLC, A FLORIDA LIMITED LIABILITY COMPANY**

THIS FIRST AMENDMENT (hereinafter referred to as the “Amendment”), entered into this \_\_\_\_ day of \_\_\_\_\_, 2025 between **MIAMI-DADE COUNTY**, a political subdivision of the State of Florida (hereinafter referred to as the “County”) and **1109 NW 2ND AVE LLC**, a Florida limited liability company (hereinafter referred as the “Grantee”), amends the Grant Agreement (hereinafter collectively with amendment referred to as the “Agreement”, between the County and the Grantee, dated August 16, 2024.

**WHEREAS**, the Grantee is a developer that intends to acquire and develop properties, which are located in the Overtown area; and

**WHEREAS**, the Grantee will acquire the properties for renovation and revitalization, aiming to enhance affordable housing quality and commercial spaces, thereby fostering community development and sustainability(the “Project”); and

**WHEREAS**, the Grantee requires additional funds to support its efforts; and

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

**WHEREAS**, in accordance with Resolution No R-418-24, the Board of County Commissioners (hereinafter referred to as the “Board”) previously authorized the disbursement \$4,000,000.00 from a certain reserve account held by the County for the purposes set forth herein; and

**WHEREAS**, on \_\_\_\_\_, the Board adopted Resolution No. \_\_\_\_\_-25, which allocated an additional \$4,600,000.00 to Grantee to acquire and develop properties in the Overtown area with affordable housing and commercial uses in the Overtown area,

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

1. The recitals are true and correct and are made a part hereof.
2. Article 2 of the Agreement titled Amount Payable is hereby amended to read as follows:

Subject to available funds, the maximum provisional amount payable for services rendered under this contract shall not exceed: **\$8,600,000.00** (“Grant Funds”), of which \$4,000,000.00 has already been paid to Grantee. The remaining \$4,600,000.00 shall be made payable to the Grantee in a single lump sum payment no later than by 30 days from the effective date of Resolution No. R-\_\_\_\_25 adopted by the Board on \_\_\_\_\_, 2025. 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.

3. Article 3 titled Effective Term is hereby amended to read as follows:

Both parties agree that this Agreement shall commence on June 1, 2024, and terminate at the close of business on September 30, 2027, regardless of when this Agreement is executed.

4. Article 20 titled Required Documents, Records, Reports, Audits, Monitoring, Review, Report Cards, and Training is amended to add the following provision:

R. **Human Trafficking.** By entering into, amending, or renewing this Agreement, as applicable, the Grantee is obligated to comply with the provisions of Section 787.06, Florida Statutes, "Human Trafficking," as amended, which is deemed as being incorporated by reference in this Agreement. All definitions and requirements from Section 787.06, Florida Statutes, apply to this Agreement.

This compliance includes the Grantee providing an affidavit that it does not use coercion for labor or services. This attestation by the Grantee shall be in the form attached to this Agreement as Exhibit E, Kidnapping, Custody Offenses, Human Trafficking and Related Offenses Affidavit (the "Affidavit"), and must be executed by the Grantee and provided to the County when entering, amending, or renewing this Agreement.

This Agreement shall be void if the Grantee submits a false Affidavit pursuant to Section 787.06, Florida Statutes, as amended, or Grantee violates Section 787.06, Florida Statutes, as amended, during the term of this agreement, even if the Grantee was not in violation at the time it submitted its Affidavit.

5. Article 25 (J), titled Miscellaneous is amended to read as follows:

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: Reserved.

Attachment C: Collusion Affidavit

Attachment D: Due Diligence Affidavit

Attachment D-1: State Public Entities Crime Affidavit

Attachment E: Background Screening 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

Attachment J: Kidnapping, Custody Offenses, Human Trafficking  
and Related Offenses Affidavit

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.

6. This Amendment and the Agreement shall be construed in accordance with and is governed by the laws of the State of Florida. Any claim, dispute, proceeding, or cause of action arising out of or in any way relating to this Amendment or the Agreement, or the parties' relationship, shall be decided by the laws of the State of Florida. The parties agree that venue for any of the foregoing shall lie exclusively in the courts located in Miami-Dade County, Florida.
7. If any provisions of this Amendment or the application thereof to any person or situation shall, to any extent, be held to be invalid or unenforceable, the remainder of this Amendment, and the application of such provisions to persons or situations other than those as to which it shall have been held invalid or unenforceable, shall not be affected thereby, and shall continue valid and be enforced to the fullest extent permitted by law.
8. This Amendment and any exhibits attached to this Amendment and the Agreement set forth all of the covenants, promises, agreements, conditions and understandings between the parties, and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than those set forth in the Agreement, as modified by this Amendment.

9. Except as expressly modified in this Amendment, all of the terms, covenants and conditions of the Agreement and previous Amendment(s), shall remain in full force and effect and are ratified as confirmed; provided that in the event of a conflict between the terms, covenants and conditions of the Agreement and this Amendment and its Exhibit and Attachments, the terms of this Amendment shall govern.
10. This Amendment shall constitute a part of the Agreement and references to the Agreement hereafter shall automatically include a reference to this Amendment.
11. This Amendment may be executed in counterparts, each of which shall be deemed an original and all of which shall together constitute one and the same instrument. Facsimile or electronically transmitted signatures shall be deemed for all purposes to be originals.
12. All provisions in the Agreement and any attachments thereto in conflict with this Amendment shall be and hereby are changed to conform with this Amendment.

**SIGNATURES APPEAR ON THE FOLLOWING PAGES**

In WITNESS WHEREOF, the parties hereto have caused this five (5) page Amendment and its attachments to be executed by their officials thereunto duly authorized.

**1109 NW 2ND AVE LLC,**  
a Florida limited liability company

**Signature:**

|               |                   |
|---------------|-------------------|
| <b>Name:</b>  | _____             |
|               | Musaddiq Muhammad |
| <b>Title:</b> | _____             |
|               | President         |
| <b>Date:</b>  | _____             |
|               | _____             |

The foregoing instrument was acknowledged before me by means of ☐ physical presence or • ☐ online notarization, on this \_\_\_\_\_ day of \_\_\_\_\_, 2025, by \_Musaddiq Muhammad\_ as President for 1109 NW 2nd AVE LLC, a Florida limited liability company. Said person is ☐ personally known or ☐ produced the following identification \_\_\_\_\_.

Signature:

\_\_\_\_\_  
Notary Public – State of  
Florida, Miami-Dade County  
\_\_\_\_\_

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

Notary Seal/Stamp:

ATTEST:

**JUAN FERNANDEZ-BARQUIN,**  
Clerk of the Court and Comptroller

**MIAMI-DADE COUNTY, FLORIDA**

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

\_\_\_\_\_

(Deputy Clerk Signature)

\_\_\_\_\_

(Print Name)

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

\_\_\_\_\_

(Name)

\_\_\_\_\_

(Title\_\_)

\_\_\_\_\_

(Date)

Approved by County Attorney as  
to form and legal sufficiency.

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

Terrence A. Smith  
Assistant County Attorney